



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Commissioners

Cordé D. Carrillo
Acting Executive Director

March 17, 2009

REVISED

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVAL OF SOLE SOURCE CONTRACT WITH SOCIALSERVE.COM TO
IMPLEMENT EXPANDED OPERATIONAL FEATURES OF THE WEB-BASED LOS
ANGELES COUNTY HOUSING RESOURCE CENTER (ALL DISTRICTS) (3 VOTE)**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

SUBJECT:

This letter requests approval of a Contract with Socialserve.com for the continued operation and expansion of the Los Angeles County Housing Resource Center (LAC-HRC Project), a website that provides affordable housing listing services for landlords, residents, housing locators and caseworkers in Los Angeles County. Portions of the funding requested for authorization herein will be used to provide website services that will assist in the purchase, rehabilitation, and sale of foreclosed and abandoned properties in the County and provide referral assistance services to County residents and businesses affected by the national foreclosure crisis.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of a Contract for Internet-based Housing Database Website Services between the Commission and Non-Profit Industries, Inc., dba Socialserve.com, for the continued operation and expansion of the Los Angeles County Housing Resource Center website, is not subject to the provisions of the California Environmental Quality Act (CEQA) because the proposed activity is not defined as a project

ADOPTED

Community Development Commission

1-D March 24, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

under CEQA and will not have the potential for causing a significant effect on the environment.

2. Authorize the Acting Executive Director to accept a total amount of up to \$738,826 in Information Technology funds from the Chief Executive Office (CEO) for the purposes described above, of which up to \$486,130 will be allocated for the Contract with Socialserve.com, with the balance of \$252,696 reserved for the Commission for marketing, administration, and contingency for unforeseen expenses, and to incorporate said amount into the Commission's Fiscal Year 2008-2009 approved budget.
3. Authorize the Acting Executive Director to accept a total amount of up to \$353,500 in Homeless Prevention Initiative funds from the CEO for the purposes described above and to incorporate said amount into the Commission's Fiscal Year 2008-2009 approved budget.
4. Authorize the Acting Executive Director to use an amount of up to \$8,942 in Neighborhood Stabilization Program (NSP) funds, as needed, for the Contract between Socialserve.com and the Commission.
5. Authorize the Acting Executive Director to execute the Contract between the Commission and Socialserve.com, attached in substantially final form, in the amount of up to \$848,572, for the uninterrupted operation and expansion of the Los Angeles County Housing Resource Center (LAC-HRC) website, to be effective following approval as to form by County Counsel and execution by all parties.
6. Authorize the Acting Executive Director to extend, renew, or otherwise amend the Deliverables Payment Schedule in the Contract as needed to implement the LAC-HRC Project scope of work approved for funding through the CEO-IT Fund, following review and approval by the County Chief Information Officer (CIO).
7. Authorize the Acting Executive Director to amend the Contract to extend the term, increase the compensation amount by up to 15%, and further expand the scope of services and deliverables in keeping with the purpose of the Contract in order to, among other things, incorporate housing data from other sources and/or improve website functionality, to be effective following approval as to form by County Counsel, review and approval by the CIO, and execution by all parties.

8. Instruct the Acting Executive Director to work with County Counsel, the CIO and the CEO to develop and execute separate partnership or subscriber agreements with other Los Angeles County municipalities, housing authorities, other public or non-profit agencies, and organizations which would allow them to post housing and other related information on the LAC-HRC website specific to their respective jurisdictions for an administrative fee.
9. Authorize the Acting Executive Director to accept and incorporate into the Commission's budget additional funds as they become available for the LAC-HRC, including administrative fees generated by partnership and subscriber agreements, up to ~~the~~ a 15% maximum contingency increase in contract authority amount, which may be generated by outside funding sources as a result of partnership or subscriber agreements or corporate or foundation grants.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The design, development, operation and associated services provided in conjunction with the LAC-HRC website are currently performed by Socialserve.com under an approved sole source contract with the County of Los Angeles (Delegated Authority Agreement Number AO-07-037), currently managed by the CEO, and funded by Homeless Prevention Initiative funds. The purpose of the recommended actions is to approve a new Contract between the Commission and Socialserve.com that will allow for the transfer of management and administration of the LAC-HRC Project website from the CEO to the Commission. The Commission's assumption of the LAC-HRC Project coincides with the planned termination of the existing County contract, as recommended by the CEO, CIO, and County Counsel in order to improve administrative efficiencies and eliminate unnecessary County administrative costs. The new contract also authorizes additional work to improve and expand upon the current functionality of the website.

In order to enhance the quality and quantity of Countywide affordable and special needs housing data, it is also recommended that the Commission work with County Counsel, the CIO and the CEO to develop partnership, participation or subscriber agreements with other County jurisdictions and other organizations, that will allow them to have more active involvement in the posting of housing content of the Housing Resource Website. It is proposed that the County's Special Needs Housing Alliance serve in an advisory role to help advise on content development.

FISCAL IMPACT/FINANCING:

The initial contract between the County and Socialserve.com was approved by the Board of Supervisors on December 19, 2006. The contract was funded with \$392,500 in Homeless Prevention Initiative (HPI) funds for the initial two-year term. The contract was renewed for two years, effective January 3, 2009, for an annual service fee of \$202,000 in ongoing HPI funds. The recommended actions would transfer the remaining balance of \$353,500 in HPI funds from the CEO to the Commission for the remainder of the two-year period, which will expire on January 3, 2011.

On April 1, 2008, the Board of Supervisors approved a one-time CEO funding award of \$738,826 in CEO-IT funds for the Phase II expansion of the LAC-HRC Project. Up to \$486,130 will be allocated for the Contract with Socialserve.com, ~~with the balance of \$252,696 reserved for the Commission for marketing, administration, and contingency for unforeseen expenses.~~ The remaining balance consists of \$212,332 for Commission administration, \$24,940 for Commission marketing and \$15,424 for Contract contingency.

On November 25, 2008, your Board authorized the Commission to receive and administer federal NSP funds, and the Board of Supervisors approved an amendment to the 2008-2009 Action Plan for the Allocation of New Federal Funds. Up to \$8,942 of the approved NSP funds will be used to fund a portion of work under this Contract.

The total sources of funding that are included in the attached Contract are as follows:

- \$486,130 CEO-IT funds
- \$353,500 HPI currently approved fee for the remaining 21 months of service
- \$8,942 NSP Funds
- \$848,572 Total current contract amount

No additional funding is requested. The recommended actions consolidate previously-approved funding under one contract. Any unspent funds from the \$15,424 contingency or line item allowances will be reallocated to emergency housing, or foreclosure resources authorized under the Contract returned to the CEO-IT Fund.

~~The proposed 15% contingency of \$127,286 exceeds current guidelines because it is anticipated that the LAC-HRC Project will be able to utilize existing approved funding within currently operating housing programs, such as the NSP administrative funds. This website provides housing data that assists other cities and agencies in the County. As a result, there is an opportunity to leverage outside funding sources through partnership fees, participation agreements or other cooperative agreements, ensuring long term sustainability of the website and reducing the need for additional County funds. If sufficient funding is identified, ongoing HPI funding requirements may be reduced or eliminated as funding becomes available. Therefore, this action~~

recommends your Board direct County Counsel, CEO, CIO and the Commission to work with other jurisdictions and organizations to explore potential partnerships that may result in additional funding for and enhancements to the website.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 4, 2006, the Board of Supervisors approved the Los Angeles County Homeless Prevention Initiative, which included a recommendation to establish an internet-based housing database website for Los Angeles County. On December 19, 2006, the Board of Supervisors approved a joint recommendation submitted by the CEO and the Commission, delegating authority to the CEO to execute a sole source agreement (the "County Contract") with Socialserve.com to create the website and assist with the Homeless Prevention Initiative project implementation. The resulting website, known as the Los Angeles County Housing Resource Center, provides comprehensive listings of subsidized and non-subsidized affordable rental, emergency, transitional and special needs housing vacancies throughout the County. These listings can be accessed by the general public, social service agencies, County departments, and other public agencies. The LAC-HRC Project also includes the operation of a toll-free call center that provides bilingual assistance to people who cannot access the website, and regular bi-weekly updates of the rental listings to ensure that all data is current and accurate. An additional website feature includes restricted-access searches, for housing locators, caseworkers and other approved users from County departments, partner cities and other approved agencies. This password-controlled feature allows approved housing locators to search for special needs housing units and obtain additional special needs housing information not displayed to the general public.

Phase I of the LAC-HRC Project launched ahead of schedule in June 2007 and is currently operating very successfully. Since the launch, there have been over 2.4 million housing searches conducted on the website that returned listings of available rental units. Your Board was informed that additional evaluation of the website would be performed for a possible Phase II expansion of the LAC-HRC Project to list other types of housing resources. As part of this process, CEO and Commission staff facilitated meetings between Socialserve.com and County departments, non-profit housing and homeless service agencies, Los Angeles County cities, other public housing authorities, and special needs housing advocacy organizations. These meetings, along with feedback provided by the Special Needs Housing Alliance, led to recommendations for the development of desired website improvements that were not funded under the Homeless Prevention Initiative. In the fall of 2007, the recommendations for Phase I website improvements and Phase II expansions were consolidated into an application for funding by the Commission and submitted through a CEO-managed application process to the CEO-IT Fund.

On April 1, 2008, the Board of Supervisors approved the proposal submitted by the Commission to the CEO to expand the LAC-HRC Project's capacity, allocating funding

in the amount of \$738,826 in CEO-IT funds. In order to ensure comprehensive oversight of the LAC-HRC Project as it combines Phase I and Phase II service delivery, the Commission and CEO propose to terminate the CEO-managed County Contract and have the Commission enter into a new contract directly with Socialserve.com to combine the existing Phase I services with the Phase II expansion under one master contract managed by the Commission.

The CEO-IT Fund allocation will permit the Commission to market the LAC-HRC Project to more landlords in the County, thereby increasing the number of affordable units listed on the website. Phase II will also increase functionality of the search and data management features. All modifications, additions, and enhancements to the LAC-HRC Project's design and implementation will continue to conform to the scope of work, technical specifications, data storage protocols, service-level agreements, and implementation procedures established in the existing County Contract that will be terminated.

Subsequent to the Board of Supervisors' approval of funding, the Commission worked with the CIO to further define the Scope of Work, Schedule of Fees and Schedule of Deliverables. During this time, Congress recognized the existence of a national housing and foreclosure crisis and allocated monies, including NSP funds, to local jurisdictions to address the crisis. Accordingly, County priorities for housing, neighborhood stabilization, and homelessness prevention shifted to include increased prioritization of foreclosure and homeownership resources. As a result, the Commission worked with Socialserve.com to shift proposed resources to provide website services designed to assist in the sale, purchase and rehabilitation of foreclosed and abandoned properties within the County. Therefore, the revised scope of work includes important measures to increase the amount and efficiency of housing information services by combining NSP-funded marketing and information resources with the existing website database framework and service-level support from Socialserve.com.

Because many types of affordable and special needs housing are needed in all areas of the County, there are many listings that will be located within city jurisdictions. Not only does this website provide benefits to all County residents and rental property owners, it also assists other cities, housing authorities and agencies within the County. Input from County departments has been supportive of encouraging inter-jurisdictional participation in the website promotion and marketing, because that is likely to bring more resources into the database that would increase the effectiveness of housing searches, including restricted-access searches by approved agencies. Leveraging the marketing abilities and data of other jurisdictions would also reduce County-funded marketing costs.

Based on recent discussions with representatives from other L.A. County jurisdictions and housing authorities, it may be feasible to leverage partnership or administrative fees from other jurisdictions. In some cases, larger agencies, such as housing authorities, may want to use Socialserve.com's services to access housing listings through their

own websites. In all cases, the County of Los Angeles would own the content and approve all functions of the housing search and listing features being utilized, with assurances that the L.A. County Housing Resource Center logo or brand clearly identifies the County's role. These types of cooperative data-sharing arrangements would be negotiated only if all costs and associated administrative fees were covered by the partner agency or city. This ability to charge fees and negotiate cooperative data-sharing arrangements would likely be a viable mechanism to improve long-term financial sustainability of the Housing Resource Center without additional County funding requests beyond the Homeless Prevention Initiative annual funding level and the CEO-IT Funds identified herein. The ability to measure the usage level of County Departments using password access will be also be developed, and may also lead to the Commission charging a modest administrative fee to County departments that have heavy use of the website.

Decisions and recommendations for content expansion and protocols to approve restricted-access users would be handled with advisory services and guidance from the Special Needs Housing Alliance, which was created by the County's New Directions Task Force (NDTF) on June 10, 2001 as a body of housing stakeholder agencies that would meet to coordinate resources and implement projects for special needs housing within the County.

CONTRACTING PROCESS/SOLE SOURCE JUSTIFICATION:

The recommended contract award to Socialserve.com, as a sole source provider of services, is necessary because the proposed LAC-HRC Project expansion and improvements will be made to data and internet website functions that are currently being managed by Socialserve.com under the existing sole source contract with the County.

The justification for the sole source contract remains unchanged from December 2006; the selection Socialserve.com as a sole source provider of services is necessitated by the scarcity of providers in the market place and identification of Socialserve.com as the only provider that met the Commission's criteria, in addition to providing lower cost services than other providers offering similar services.

Socialserve.com is the only affordable housing listing and locator service that 1) provides a fully staffed bilingual call center and web service (English/Spanish); 2) is completely customizable to meet the needs of Los Angeles County; 3) contacts every new landlord that registers for the services; 4) updates the availability of properties by electronic mail and/or phone; 5) educates both landlords and tenants on using the service, Section 8 processes, and fair housing laws; 6) hosts the entire service, eliminating the need for any additional hardware or software charges to the contracting agency; 7) works with advisory boards both locally and nationally; 8) provides on-site and remote training to user groups such as 211 staff and supportive housing agencies;

and 9) is fully compliant with all federal accessibility requirements for public information websites.

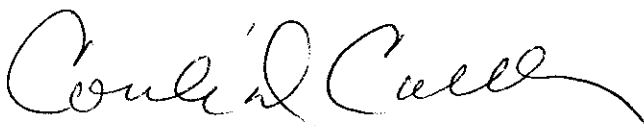
ENVIRONMENTAL DOCUMENTATION:

The approval of a Contract between the Commission and Socialserve.com for the expansion of the LAC-HRC Project is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECTS:

Approval of the recommended actions will reduce homelessness, enhance service delivery, increase efficiencies, and effect cost savings and cost avoidance within County departments, commissions, and other agencies. Further, approval of these actions will enhance the ability of the Commission to meet time-sensitive requirements of the Neighborhood Stabilization Program. The additional services approved through this LAC-HRC Project expansion will provide benefits to residents of Los Angeles County, including landlords and tenants, as well as housing locators, lending institutions, and other providers of affordable, special needs, supportive, transitional and emergency housing.

Respectfully submitted,



CORDÉ D. CARRILLO
Acting Executive Director

Reviewed by:



RICHARD SANCHEZ
Acting Chief Information Officer

Attachments: 4

ATTACHMENT A

YEAR ONE AND YEAR TWO IMPROVEMENTS FOR THE LAC-HRC

The work items being funded with CEO-IT funds are divided into a two year plan. In some cases, accelerated development and planning functions for Year Two functions may occur earlier than the second year of implementation.

Year One improvements will enhance and improve existing functionality and provide increased capacity to address the high volume of usage from Los Angeles County. Currently, the Socialserve.com call center handles a monthly average of 3000 to 3500 incoming and outgoing calls for Los Angeles County, which exceeds phone traffic usage levels of comparable county or metropolitan areas implementing similar contracts with Socialserve.com.

Improvements using CEO-IT funds will include the following features and enhancements:

- \$19,720 for geo-coding and Geographical Information Systems (GIS) overlays to data and mapping;
- \$3,000 for mechanical improvements to call center equipment;
- \$6,480 to increase the number of web pages to provide more specific information about affordable senior housing and County housing authorities;
- \$19,500 to develop listing features to provide foreclosure listings and assist homebuyers and homeowners;
- \$37,840 for additional marketing to landlords and users;
- \$12,000 to begin development of a special needs, transitional and emergency housing database and search capacity;
- \$8,300 for improvements to performance reporting;
- \$10,300 for development of long range regional usage tracking and fee administration system;
- \$36,110 additional travel and training budget;
- \$56,800 increased service and maintenance fees to Socialserve.com;
- \$6,138 for contingency; and
- \$106,166 for Commission administrative costs.

Year One subtotal is \$322,354.

Year Two improvements are as follows:

- \$31,000 to continue the development of an online transitional and supportive housing program registration form that will be coordinated with the 211-L.A. County database in order to improve efficiencies and accuracy of information on special needs, transitional, supportive and emergency housing information;
- \$58,320 to develop a searchable resource database that would allow approved restricted-access users to enter client-specific data and retrieve information on

special needs, emergency, and transitional housing programs that meet the client's requirements;

- \$54,000 to develop an inventory system of state, federal and locally-subsidized affordable housing units in Los Angeles County;
- \$42,400 for travel, training and website support;
- \$115,300 increased service and maintenance fees to Socialserve.com;
- \$9,286 for contingency; and
- \$106,166 for Commission administrative costs.

Year Two subtotal is \$416,472.

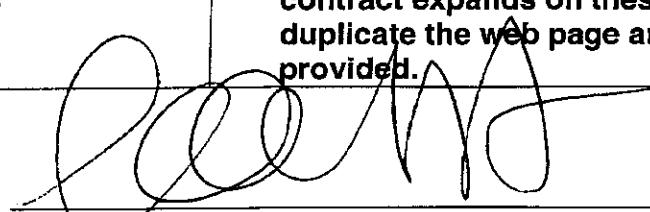

The total of both phases is \$738,826. Of that amount, \$486,130 will be paid to Socialserve.com through the attached Contract. ~~The remaining balance of \$252,696 will be used by the Commission for marketing, contingency and administrative costs as outlined above.~~ The remaining balance consists of \$212,332 for Commission administration, \$24,940 for Commission marketing and \$15,424 for Contract contingency. Administrative costs for the Commission are comparable or less than other Socialserve.com contract holders with similar population and internet usage numbers. Any unspent contingency costs at the end of Phase II will be ~~used for additional marketing of the website to County landlords~~ returned to the CEO-IT Fund.

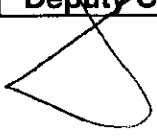
The total sources of funding that are included in the attached Contract are as follows:

- \$486,130 CEO-IT Fund described above
- \$353,500 HPI currently approved fee for the remaining 21 months of service
- \$8,942 NSP Funds
- \$848,572 Total current contract amount

SOLE SOURCE CHECKLIST

Agency: Non-Profit Industries, Incorporated dba SocialServe.com

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
✓	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	➤ Other reason. Please explain: The contractor manages data and web page functions under an existing sole source contract. The new contract expands on these items and it is not possible or reasonable to duplicate the web page and data management services currently being provided.
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;">  Date </div> </div>	



CIO ANALYSIS

SOLE SOURCE CONTRACT WITH SOCIALSERVE.COM FOR ENHANCEMENTS TO WEB-BASED LOS ANGELES COUNTY HOUSING RESOURCE CENTER

CIO RECOMMENDATION: APPROVE APPROVE WITH MODIFICATION
 DISAPPROVE

Contract Type:

New Contract Contract Amendment Contract Extension
 Sole Source Contract Hardware Acquisition Other

New/Revised Contract Term: Base Term: 3 Yrs. # of Option Yrs: 6

Contract Components:

Software Hardware Telecommunications
 Professional Services

Project Executive Sponsor: Corde Carrillo, Acting Director, Community Development Commission/Housing Authority

Budget Information :

Y-T-D Contract Expenditures	\$ 443,000 (since 12/2006)
Requested Contract Amount	\$ 848,572
Aggregate Contract Amount	\$1,291,572

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? One percent (1%) of the project budget (\$8,942) is sub vented by the Federal Neighborhood Stabilization Program.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. The following agencies utilize the LAC-HRC: CEO, 211-LA County, Dept of Public Social Services, Dept of Mental Health, Dept of Community and Senior Services, Dept of Children and Family Services, Dept of Public Health, Sheriff's Dept., Probation Dept., Commission on HIV/AIDS, Los Angeles Homeless Services Authority, Pasadena, Glendale, Long Beach, Santa Monica Continuums of Care, L.A. County Commission on Aging, Area Agency on Aging, Dept. of Mental Health Full-Service Partnerships, Union Rescue Mission, Volunteers of America, Weingart Center, and JWCH Institute.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards? The web-based application is developed using Open Source software, which is currently not included in the County's list of preferred standards. Please refer to the "Project Risks and Mitigation" sections below for more information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Community Development Commission (Commission) is requesting Board approval to enter into a new three-year Agreement, budgeted at \$848,572, with Non-Profit Industries, Inc., dba Socialserve.com (Socialserve). The new Agreement will expand the scope of services and information available via the Los Angeles County Housing Resource Center website (LAC-HRC), which was developed under an earlier Agreement with Socialserve (2006).

To ensure effective project oversight and cost efficiencies, as well as continuity between existing and planned activities, the proposed Agreement will incorporate the maintenance and operations services currently performed under the existing Agreement with Socialserve. Concurrent with Board approval of this new Agreement, the Chief Executive Office (CEO) is seeking Board approval to terminate the existing Agreement.

Specifically, the proposed Agreement will accomplish the following:

- Develop web-based services that will assist in the sale and purchase and rehabilitation of foreclosed and abandoned properties;
- Add geo-coding and Geographical Information System (GIS) overlays to enhance the search and reporting capabilities;
- Continue development of an automated registration form, possibly interfaced with the 211-LA County database, to improve efficiencies and quality of special needs, transitional, supportive and emergency housing information;
- Expand information and number of web pages to provide specific information about affordable senior housing;
- Develop an inventory of State, Federal and locally-subsidized affordable housing units in Los Angeles County;
- Increase marketing outreach to landlords and users; and
- Ensure maintenance of existing and new LAC-HRC modules through April 2011.

In addition to the enhanced web-based services, Socialserve.com will continue to provide Call Center services to members of the public and businesses that utilize the LAC-HRC. This new Agreement includes a very small cost component (\$3,000) to support upgrades to the Call Center based on increased call volumes within Los Angeles County.

In addition to the specific objectives identified within the Agreement Scope of Work via the Board Letter, the Commission has also recommended to the Board that the Commission, County Counsel, Chief Information Office (CIO) and CEO be instructed to work together to explore the feasibility of developing partnership, participation or subscriber agreements with other cities within the County, and other Los Angeles County municipalities and housing authorities. These agreements would establish cooperative data-sharing arrangements, improving the overall value of the LAC-HRC. Additionally, the Commission will explore the feasibility of assessing partnership or administrative fees to ensure all costs are covered by the partner agency or city.

Background:

In April 2006, the Board approved the Los Angeles County Homeless Prevention Initiative, which included a recommendation to establish an internet-based housing database. Development of the LAC-HRC website was initiated in December 2006, via a Delegated Authority Sole Source Agreement between Socialserve and the County CEO, budgeted at \$392,500. Development and implementation of the LAC-HRC was launched ahead of schedule in June 2007. The LAC-HRC provides comprehensive listings of subsidized and non-subsidized affordable rental, emergency, transitional and special needs housing vacancies throughout the County.

Subsequent to the April 2006 Agreement, the CEO and Commission facilitated meetings with Socialserve and County departments, as well as non-profit housing and homeless service and advocacy agencies. Those meetings led to recommendations that would comprise a second phase of the LAC-HRC.

In April 2008, the Board approved a proposal submitted by the Commission to the CEO to utilize \$738,826 of the CEO Information Technology (IT) Fund to develop LAR-HRC Phase II. The proposed Agreement represents the scope of work for Phase II improvements referenced above.

The CEO Agreement was amended in January 2009 to add annual maintenance at a rate of \$202,000 per year. To date, that Agreement has been managed by the CEO and funding has been provided via the Homeless Prevention Initiative Fund. Upon Board approval of the proposed Agreement, management of the Agreement and all related tasks and deliverables, as well as maintenance of the existing LAC-HRC, will be transferred to the Commission.

Project Justification/Benefits:

The Commission has stated that the enhanced services and information developed under this Agreement will reduce homelessness, enhance service delivery, increase efficiencies, and effect cost savings and cost avoidance within County departments, commissions and other agencies. It anticipates increased benefits to residents and businesses, including landlords and tenants, housing locators, lending institutions and other providers of affordable, special needs and transitional and emergency housing.

With regard to the sole source nature of this Agreement, it continues to be appropriate based on the proprietary nature of the (Socialserve) hosted services.

Project Metrics:

The Statement of Work and its Schedule of Deliverables and Payments identifies the software and services that will be provided. The payment schedule includes incremental approval of each task and deliverable based on the Commission's final acceptance of each module.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

The enhancements provided via this Agreement will yield direct benefits to the public. These benefits are becoming increasingly important given the current nationwide financial and home foreclosure crises.

Alternatives Considered:

Based on the successful implementation of LAC-HRC Phase I, no other alternatives were considered.

Project Risks:

Socialserve utilizes "Open Source" software to minimize interface and compatibility issues, and the County may not have the experience or skill sets to maintain the LAC-HRC should it become necessary.

Risk Mitigation Measures:

The probability of this risk is very low, as Socialserve is an established firm with a nationwide reputation for effectively hosting these types of housing services.

However, as was established in 2006, Socialserve will continue to provide quarterly database extracts to the County, or now the Commission. This will ensure the Commission has a back-up copy of the LAC-HRC data should there be some reason that Socialserve can no longer provide the services.

Financial Analysis:

Baring any use of contingency funds, the Agreement budget of \$848,572 is funded as follows:

<i>Description</i>	<i>Funding</i>
CEO IT Fund Allocation	\$ 738,826
Less allocation for Commission admin & LAC-HRC marketing costs ^(a)	(252,696)
Remaining allocation for Socialserve Agreement	\$ 486,130
Homeless Prevention Initiative (HPI) ^(b)	353,500
Neighborhood Stabilization Funds (NSP)	8,942
Total – Socialserve Agreement	\$ 848,572

Notes:

(a) This portion of the CEO IT Fund Allocation has been reserved and is not part of the Agreement budget. However, the attached Board Letter seeks approval of delegated authority to expend up to 15% of the Agreement budget (\$127,285) on unforeseen expenditures related to the scope of services. Any use of this authority would be funded via the Commission's portion of the CEO IT Fund, or via potential fee revenue from other agencies.

(b) This reflects the remaining balance of HPI funds allocated to the existing Socialserve Agreement. This funding and the related maintenance and operations of the LAC-HRC are now incorporated into the new Agreement.

CIO Concerns:

When this Agreement was originally submitted in 2008, the CIO identified a number of concerns regarding the format and content of the Agreement documents and the related payment structure. Since that time, the Commission has worked very diligently to ensure the Agreement documents clearly state the tasks, deliverables and related payments.

Also, in the later part of 2008, the CIO recommended to the CEO and the Commission that improved vendor management as well as (cost) efficiencies would be achieved if all of the services provided from Socialserve were incorporated into one Agreement rather than trying to manage two separate Agreements with areas of overlap. Both the CEO and Commission agreed, and the proposed Agreement incorporates the actions required to incorporate the maintenance and operations currently provided under the CEO's Agreement.

Based on our most recent work with the Commission, the CIO no longer has any concerns regarding the proposed Agreement.

CIO Recommendations:

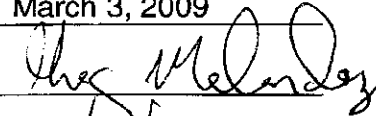
Based on our review of the Board Letter and discussions with County Counsel and the Department, this Office recommends approval of the Agreement.

CIO APPROVAL

Date Received: February 27, 2009

Prepared by: Janette Parker

Date: March 3, 2009

Approved: 

Date: 3/4/2009

CONTRACT

FOR

**INTERNET-BASED HOUSING DATABASE
WEBSITE SERVICES**

BY AND BETWEEN

**COMMUNITY DEVELOPMENT COMMISSION
of the COUNTY OF LOS ANGELES**

AND

NON-PROFIT INDUSTRIES, INC dba SOCIALSERVE.COM

March _____, 2009

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**CONTRACT FOR
INTERNET-BASED HOUSING DATABASE WEBSITE SERVICES**

This Contract for Internet-Based Housing Database Website Services ("Contract") is made and entered into as of this ____ day of March, 2009 by and between the Community Development Commission of the County of Los Angeles ("Commission") and Non-Profit Industries, Inc., a North Carolina not for profit corporation d/b/a Socialserve.com ("Contractor"), located at P.O. Box 35305, Charlotte, North Carolina 28235.

RECITALS

WHEREAS, on April 4, 2006, the County of Los Angeles (the "County") Board of Supervisors approved the Homeless Prevention Initiative, which included a plan for the implementation of an internet-based housing database.

WHEREAS, on December 19, 2006, the County Board of Supervisors approved a joint recommendation from the Commission and the County's Chief Executive Office to award a sole-source contract to the Contractor to develop an internet-based housing database.

WHEREAS, the County and the Contractor entered into a contract, identified as Delegated Authority Agreement Number AO-07-037 (the "County Contract", for the operation of the database on January 3, 2007, and the Commission manages the day-to-day operation of the database, now called the Los Angeles County Housing Resource Center (the "Housing Resource Center").

WHEREAS, the Commission prepared and submitted a proposal to the County's Chief Executive Office in November, 2007 for additional funding to improve and expand upon the services being delivered by the Contractor in the operation and ongoing development of the Housing Resource Center.

WHEREAS, on April 1, 2008, the County Board of Supervisors awarded \$739,000 to the Commission for operational and administrative support of service expansion projects within the Housing Resource Center under a program called the Chief Executive Office – Internet Technology Fund (CEO-IT Funds).

WHEREAS, the County Chief Executive Office and the Commission desire to combine the scope of services and consolidate contractual oversight of the

Housing Resource Center under one umbrella agreement that will oversee the expanded operational functions of the Housing Resource Center.

WHEREAS, on March __, 2009, the County Board of Supervisors approved the termination of the County Contract.

WHEREAS, on March ____, 2009, the Commission's Board of Commissioners authorized the Commission to enter into a consolidated contract for services with Socialserve.com that would provide for an uninterrupted delivery of services providing the Los Angeles County Housing Resource Center website.

WHEREAS, on March ____, 2009, the Commission's Board of Commissioners also authorized the Commission to receive the CEO-IT Funds and enter into a sole-source contract with the Contractor to implement the Housing Resource Center improvements outlined in the Commission's funding proposal.

WHEREAS, the Commission and the Contractor desire to set forth the terms and conditions of performance and payment for the implementation of the Housing Resource Center improvements outlined in the CEO-IT Fund proposal, and to also provide a contractual platform for additional program improvements, should additional funding become available.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Commission and Contractor agree as follows:

1.0 APPLICABLE DOCUMENTS

This base document, together with Exhibits A, B, C, D, E, F, G, H, I, J, and K set forth below, attached hereto and incorporated herein by this reference, collectively constitute and throughout and hereinafter are referred to the "Contract." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, deliverable, goods, service or other work, or otherwise, between and/or among this base document and/or Contract and the exhibits and schedules and attachments thereto, or between the exhibits and the schedules and attachments thereto, such conflict or inconsistency shall be resolved by giving precedence first to this

base document, and then to the exhibits and the schedules and attachments thereto, according to the following descending priority.

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Schedule of Deliverables and Payments
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Commission's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Contractor's Acknowledgement, Confidentiality & Copyright Assignment Agreement
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law
- 1.9 EXHIBIT I - Performance Summary Requirement
- 1.10 EXHIBIT J- Contract Discrepancy Report
- 1.11 EXHIBIT K- Peak 10 Subcontractor Agreement
- 1.12 EXHIBIT L – List of Third Party-Owned Software

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1 Chief Executive Officer: The term "Chief Executive Officer" shall mean the Chief Executive Officer of the County, or his or her designee.
- 2.2 Commission Acceptance: The term "Commission Acceptance" and/or "Commission acceptance" shall mean the approval by the Commission's Project Manager or Project Director of the completion of a Scope of Work item and written notification to the Contractor of same.

- 2.2 Contract: The term "Contract" shall have the meaning set forth in Paragraph 1.0 (Applicable Documents) of this Contract.
- 2.3 Contractor: The term "Contractor" shall mean Nonprofit Industries, Inc., a North Carolina not for profit corporation d/b/a Socialserve.com.
- 2.4 Contractor's Project Director: The term "Contractor's Project Director" shall have the meaning set forth in Paragraph 6.1 (Administration of Contract – Contractor) of this Contract.
- 2.5 Commission's Project Manager: The term "Commission's Project Manager" shall have the meaning set forth in Paragraph 6.2 (Administration of Contract -- Commission) of this Contract.
- 2.6 Day(s): The term "Day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.7 Executive Director: The term "Executive Director" shall mean the Executive Director, or the Acting, Interim or Deputy Executive Director, of the Commission.
- 2.8 Fiscal Year: The term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 Maintenance: The term "Maintenance" shall mean all software and hardware, and respective updates, patches and security fixes as required to keep the Service Level Agreement in force.
- 3.0 Peak 10: The term "Peak 10" shall refer to a Tier 1 Internet Service Provider located in Charlotte, NC that provides triple redundant connections to the Internet, back-up power services and secured facilities for the location of Socialserve.com servers.
- 3.1 Project Manager:** The term "Project Manager" shall have the meaning set forth in Paragraph 6.2 (Administration of Contract – Commission) of this Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including, but not limited to, Exhibit A (Statement of Work) of this Contract.
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the Commission.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing upon execution hereof by the Executive Director, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 Commission shall have the option to extend this Contract term for up to three (3) additional two-year periods for a maximum total Contract term of six (6) years. Each such option and extension shall be exercised, at the sole discretion of the Executive Director, by the preparation and execution of an Amendment to this Contract pursuant to Subparagraph 8.1 of this Contract .
- 4.3 Contractor shall notify the Commission when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Commission at the address set forth in Exhibit D (Commission's Administration) to this Contract.

5.0 MAXIMUM CONTRACT SUM

- 5.1 The Maximum Contract Sum is \$848,572 for the initial three year term of this Contract
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with Commission's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Maximum Contract Sum authorized under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Commission at the address set forth in Exhibit D (Commission's Administration) of this Contract.
- 5.4 Contractor shall have no claim against Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify Commission and shall immediately repay all such funds to Commission. Payment by Commission for services rendered after expiration/termination of this Contract shall not constitute a waiver of Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.5 Invoices and Payments:

- 5.5.1 Contractor shall invoice Commission only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) of this Contract and elsewhere hereunder. Contractor shall prepare invoices which shall include the charges owed to Contractor by Commission under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Schedule of Deliverables and Payments) of this Contract and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by The Commission. If the Commission does not approve work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Schedule of Deliverables and Payments) of this Contract.
- 5.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) of this Contract describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 Contractor shall submit the monthly invoices to The Commission by the 15th calendar day of the month following the month of service for which payment is claimed.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following:
- Larry Newnam
Community Development Commission
Housing Development & Preservation
2 Coral Circle
Monterey Park, CA 91755
- with an electronic copy to be provided to:

LNewnam@lacdc.org, and
Susan.Lawi-Ayad@lacdc.org

5.5.6 All invoices submitted by Contractor for payment must have the written approval of the Commission's Project Manager or his designee prior to any payment thereof. In no event shall the Commission be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the Commission.

6.0 ADMINISTRATION OF CONTRACT - COMMISSION

A listing of all Commission administration referenced in the following subparagraphs is set forth in Exhibit D (Commission's Administration) to this Contract. The Commission shall notify Contractor in writing of any change in the names or addresses shown.

6.1 Project Director:

Responsibilities of Project Director include:

- ensuring that the objectives of the Contract are met; and
- providing direction to Contractor in the areas relating to County and Commission housing policy and goals.

6.2 Project Manager:

The responsibilities of Commission Project Manager include:

- communicating with Contractor's Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

- providing direction to Contractor in the areas relating to County and Commission information requirements and procedural requirements.

The Project Manager is responsible for overseeing the day-to-day administration of this Contract and reports to the Project Director and Executive Director. The Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the Commission or the County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR

A listing of all Contractor's administration referenced in the following subparagraphs is set forth in Exhibit D (Commission's Administration) of this Contract. The Commission shall notify Contractor in writing of any change in the names or addresses shown.

7.1 Contractor's Project Director:

7.1.1 Contractor's Project Director is designated in Exhibit E (Contractor's Administration) of this Contract. Contractor shall notify the Commission in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with the Project Manager on a regular basis.

7.2 Approval of Contractor's Staff:

The Commission has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director.

7.3 Contractor's Staff Identification:

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 Contractor is responsible to ensure that employees have obtained a Commission ID badge before they are assigned to work in a Commission facility. Contractor personnel may be asked to leave a facility by a Commission representative if they do not have the proper Commission ID badge on their person.

7.3.2 Contractor shall notify The Commission within one business day when staff is terminated from performing work under this Contract. Contractor shall retrieve and return an employee's ID badge to the Commission on the next business day after the employee has terminated employment with Contractor.

7.3.3 If the Commission requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the Commission on the next business day after the employee has been removed from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during the term of this Contract, the Commission may require that all Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the Commission, a background investigation as a condition of beginning and continuing to work under this Contract. The Commission shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 The Commission may request that Contractor's staff be immediately removed from performing work under this Contract at any time during the term of this Contract. The Commission will not provide to Contractor or to Contractor's staff any information obtained through the Commission conducted background clearance.
- 7.4.3 The Commission may immediately, at the sole discretion of the Commission, deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the Commission or whose background or conduct is incompatible with Commission facility access.
- 7.4.4 Disqualification, if any, of Contractor's staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 Confidentiality
 - 7.5.1 Contractor shall maintain the confidentiality of all records obtained from the Commission or County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
 - 7.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.5.3 Contractor shall sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement) of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1 The body of this Contract, together with the Recitals and all exhibits, attachments and schedules, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Contract. Nothing in this Contract shall be interpreted based upon any prior discussions or negotiations, or upon any additions or deletions made as a result thereof. Failure on the part of either party to enforce any provision of this Contract shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.
- 8.1.2 No representative of the Commission or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures required under this Subparagraph 8.1.
- 8.1.3 The Commission reserves the right to change any provision of this Contract. All such changes shall be accomplished only as provided in this Subparagraph 8.1.
- 8.1.4 For any change requested by the Commission which does not materially affect the term, Maximum Contract Sum or any term or condition included in this Contract (including exhibits), a Change Notice shall be prepared and executed by the Project Manager and Contractor's authorized representative.
- 8.1.5 Except as otherwise provided in this Contract, for any change requested by Commission which materially affects the term, Maximum Contract sum, or any term or condition

included in this Contract (including exhibits), a negotiated written Amendment to this Contract shall be prepared and executed by each of the Commission's authorized representative (or Commission's Board of Commissioners if deemed appropriate by the Commission) and Contractor's authorized representative.

- 8.1.6 Notwithstanding any provision hereof to the contrary, the Executive Director shall have the authority to increase the Maximum Contract Sum by an amount not to exceed Fifteen Percent (15%) of the original Maximum Contract Sum, in the Executive Director's sole and absolute discretion, for the purpose of increasing the scope of data or to improve web page operating features that were not foreseen under the original Statement of Work attached hereto as Exhibit A. To implement such an increase in the Maximum Contract Sum, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Executive Director.
- 8.1.7 The Commission's Board of Commissioners or Executive Director or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Commission reserves the right to add and/or change such provisions as required by the Commission's Board of Supervisors or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Executive Director.
- 8.1.8 The Executive Director, may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract) of this Contract. The Contractor agrees that such extensions of time shall not change any other term

or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Executive Director.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, to a third party without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Commission's sole discretion, against the claims, which Contractor may have against the Commission.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any

of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the Commission's Board of Commissioners adopts, in any fiscal year, a Commission budget which provides for reductions in the salaries and benefits paid to the majority of Commission employees and imposes similar reductions with respect to Commission contracts, the Commission reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. The Commission's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of

such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after Contract effective date, Contractor shall provide The Commission with Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The Commission will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.3 If the Commission requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for Commission approval.

8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to The Commission for approval before implementation.

8.5.5 Contractor shall preliminarily investigate all complaints and notify the Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify and hold harmless The Commission from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C (Contractor's EEO Certification) of this Contract.

8.8 COMPLIANCE WITH THE COMMISSION'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of Commission's "Contractor Employee Jury Service Program" ("Jury Service Program"), which is incorporated herein by this reference.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the Commission's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph: "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts; "Employee" means any California resident who is a full-time employee of the Contractor; "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission

under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
4. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future

Commission contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No Commission employee whose position with the Commission enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the Commission's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Commission's approval or ongoing evaluation of such work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Commission. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COMMISSION EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent Commission employees who are targeted for layoff or qualified, former Commission employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, "consideration" shall mean that Contractor will interview qualified candidates. The Commission will refer GAIN/GROW participants by job category to Contractor.

8.11.2 In the event that both laid-off Commission employees and GAIN/GROW participants are available for hiring, Commission employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is The Commission's policy to conduct business only with responsible contractors.

8.12.2 Contractor is hereby notified that if the Commission acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the Commission may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the Commission.

8.12.3 The Commission may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the Commission or a nonprofit corporation created by the Commission, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the Commission, any other public entity, or a nonprofit corporation created by the Commission, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission or any other public entity.

8.12.4 Contractor Hearing Board:

1. If there is evidence that the Contractor may be subject to debarment, the Executive Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Chief Administrative Officer shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Commission's Board of Commissioners.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The

Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 These terms shall also apply to subcontractors of Commission contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that Commission places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is Commission's policy to encourage all Commission contractors to voluntarily post Commission's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that Commission has established a goal of ensuring that all individuals who benefit financially from Commission through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 Without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 THE COMMISSION'S QUALITY ASSURANCE PLAN

The Commission or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to Commission's Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective action measures, the Commission may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COMMISSION FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to Commission facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, the Commission may make any necessary repairs. All costs incurred by the Commission, as determined by the Commission, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor shall indemnify, defend, and hold harmless, the Commission, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the Commission or both in

connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The Commission and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on Change Notices prepared pursuant to Subparagraph 8.1 of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless Commission and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the Commission may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees

and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the Commission and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Commission and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Commission shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of the Commission. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.21.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality) of this contract.

8.22 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Commission, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the Commission and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the Commission. Such coverage shall be provided and maintained at Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to Commission shall be delivered to:

Larry Newnam, HRC Project Manager
Community Development Commission
2 Coral Circle
Monterey Park, CA 90017

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the Commission is to be given written notice by mail at least thirty (30) days

in advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the Community Development Commission, the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the Commission's approval. The Commission retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the Commission, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the Commission with an A.M. Best rating of not less than A:VII unless otherwise approved by the Commission.

8.23.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the Commission, shall constitute a material breach of the Contract upon which the Commission may immediately terminate or suspend this Contract. The Commission, at its sole option, may obtain

damages from Contractor resulting from said breach. Alternatively, the Commission may purchase such required insurance coverage, and without further notice to Contractor, the Commission may deduct from sums due to Contractor any premium costs advanced by the Commission for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the Commission:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or the Commission. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- Any injury to a Contractor employee that occurs on Commission property. This report shall be submitted on a Commission “Non-employee Injury Report” to Commission’s Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of Commission property, monies or securities entrusted to Contractor under the terms of this Contract.

8.23.5 Compensation for Commission Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the Commission, Contractor

shall pay full compensation for all costs incurred by Commission.

8.23.6 Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- Contractor providing evidence of insurance covering the activities of subcontractors, or
- Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The Commission retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If

Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Project Director or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Project Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from the Commission, will be forwarded to Contractor by the Project Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Project Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Project Director or his/her designee, deems are correctable by Contractor over a certain time span, the Project Director or his/her designee, will provide a written notice, Exhibit J, Contract Discrepancy Report, to

Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Project Director, or his/her designee, may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit I*, hereunder, and that Contractor shall be liable to the Commission for liquidated damages in said amount. Said amount shall be deducted from the Commission's payment to Contractor; and/or

(c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, the Commission may correct any and all deficiencies and the total costs incurred by the Commission for completion of the work by an alternate source, whether it be the Commission forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the Commission, as determined by the Commission.

8.25.3 The action noted in Subparagraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover the Commission cost due to the

failure of Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Subparagraph 8.25 shall not, in any manner, restrict or limit the Commission's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.25.2, and shall not, in any manner, restrict or limit the Commission's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the Commission.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) of this Contract.

8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance

with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 Contractor shall allow the Commission representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.27 when so requested by the Commission.
- 8.27.7 If the Commission finds that any provisions of this Subparagraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which Commission may terminate or suspend this Contract.

While Commission reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the Commission that Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the Commission shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Commission from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Contractor shall bring to the attention of the Project Manager and/or Project Director any dispute between the Commission and Contractor regarding the performance of services as stated in this

Contract. If the Project Manager or Project Director is not able to resolve the dispute, the Executive Director, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto as Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as set forth in Exhibit D (Commission's Administration) and Exhibit E (Contractor's Administration) of this Contract. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Project Director shall have the authority to issue all

notices or demands required or permitted by the Commission under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any provision hereof to the contrary, Contractor and the Commission agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the Commission's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Contract; become the exclusive property of the Commission. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The Commission shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the Commission is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend

and indemnify the Commission from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the Commission shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Commission without the prior written consent of the Commission's Project Manager. The Commission shall not unreasonably withhold written consent.

8.36.2 Contractor may, without the prior written consent of the Commission, indicate in its proposals and sales materials that it has been awarded this Contract with the Commission, provided that the requirements of this Subparagraph 8.36 of this Contract shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also

maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the Commission, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to the Commission during the term of this Contract and for a period of five (5) years thereafter unless the Commission's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Commission's option, Contractor shall pay the Commission for travel, per diem, and other costs incurred by the Commission to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the Commission shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 8.37 shall constitute a material breach of this Contract upon which the Commission may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the Commission conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that the Commission's dollar liability for any such work is less than payments made by the Commission to Contractor, then the difference shall be either: a) repaid by Contractor to the Commission by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from the Commission, whether under this Contract or otherwise. If such audit finds that the Commission's dollar liability for such work is more than the payments made by the Commission to Contractor, then the difference shall be paid to Contractor by the Commission by cash payment, provided that in no event shall the Commission's maximum obligation for this Contract exceed the funds appropriated by the Commission for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of the Commission. Any attempt by Contractor to subcontract without the prior consent of the Commission may be deemed a material breach of this Contract.
- 8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at the Commission's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the Commission.
- 8.39.3 Contractor shall indemnify and hold the Commission harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor's employees.
- 8.39.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the Commission's approval of Contractor's proposed subcontract.
- 8.39.5 The Commission's consent to subcontract shall not waive the Commission's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this Commission right.

- 8.39.6 The Project Manager is authorized to act for and on behalf of the Commission with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Commission's consent to subcontract.
- 8.39.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the Commission from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

Larry Newnam
Housing Development & Preservation
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755

with an electronic copy to be provided to:

LNewnam@lacdc.org

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to Commission's Child Support Compliance Program) of this Contract shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other

provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this Contract pursuant to Subparagraph 8.42 (Termination for Default) of this Contract and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Commission, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the Commission, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Subparagraph 8.37 (Record Retention & Inspection/Audit Settlement) of this Contract.

8.42 TERMINATION FOR DEFAULT

8.42.1 The Commission may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Executive Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Commission may authorize in writing) after receipt of written notice from the Commission specifying such failure.

8.42.2 In the event that the Commission terminates this Contract in whole or in part as provided in Subparagraph 8.42.1 above, the Commission may procure, upon such terms and in such manner as the Commission may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to the Commission for any and all excess costs incurred by the Commission, as determined by the Commission, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.42.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.42.2 above if its failure

to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Commission in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the Commission has given notice of termination under the provisions of this Subparagraph 8.42, it is determined by the Commission that Contractor was not in default under the provisions of this Subparagraph 8.42, or that the default was excusable under the provisions of Subparagraph 8.42.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.41 (Termination for Convenience) of this Contract.

8.42.5 The rights and remedies of the Commission provided in this Subparagraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.42.6 Force Majeure

Except with respect to defaults of an Subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform this Agreement arises out of fires, floods, epidemics, quarantine restrictions, other "Acts of God," strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to obtain such goods or services from other sources.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The Commission may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Commission officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award,

amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.43.2 Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The Commission may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- or
- The execution by Contractor of a general assignment for

the benefit of creditors.

8.44.2 If for any reason Contractor is no longer in business as a sole business, Contractor will provide to the Commission all data, software, applications, and documentation of the service product stated in this Contract in the following

format:

CSV	=	data
HTML	=	site
Image	=	graphics
CSS	=	style sheets

8.44.3 The rights and remedies of The Commission provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 INTENTIONALLY LEFT BLANK

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, Commission shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the Commission's future fiscal years unless and until County's Board of Commissioners appropriates funds for this Contract in the Commission's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. the Commission shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract

and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the Commission of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the the Commission to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the Commission shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 ADDITIONAL TERMS AND CONDITIONS

9.1 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.1.1 Commission shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans,

diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in Commission all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 9.1.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County and the Commission shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to Commission's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 Contractor's Housing Listing and Locator Software Application, Agency Database, Taxonomy Code Browser, Client Matching Software Application, Custom Language Translation Code, Client Tracking Application and all

supporting operating systems and services designed to be used in the operation and/or support of the aforementioned applications and services including any and all operating systems database applications, Open Source or proprietary supporting code snippets in any and all coding languages will continue to be the proprietary and confidential code/applications of Contractor, and are hereby identified and acknowledged by the Commission under this section 9.1.4.

- 9.1.5 The Commission will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The Commission agrees not to reproduce, distribute or disclose to non-Commission entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.1.6 Notwithstanding any other provision of this Contract, the Commission will not be obligated to Contractor in any way under Subparagraph 9.1.5 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.1.3 above or for any disclosure which the Commission is required to make under any state or federal law or order of court.
- 9.1.7 All the rights and obligations set forth under this Subparagraph 9.1 shall survive the expiration or termination of this Contract.

9.2 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.2.1 Contractor shall indemnify, hold harmless and defend the Commission from and against any and all liability,

damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. The Commission shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the Commission's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that the Commission's continued use of the system is not materially impeded, shall either:

- Procure for the Commission all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for

which the questioned product was not designed nor intended.

9.3 ADDITIONAL WARRANTIES

9.3.1 General Warranties

Contractor hereby represents and warrants that any tasks, subtasks, goods, services or other work provided or delivered by Contractor pursuant to this Contract shall be free from any and all deficiencies and shall meet the requirements set forth in Exhibit A (Statement of Work) and this Contract.

9.3.2 Correction of Deficiencies

Contractor shall promptly upon notice correct any and all non-conformances with Exhibit A (Statement of Work), deficiencies, errors or omissions in any tasks, subtasks, deliverables, goods, services and other work provided or developed by Contractor pursuant to this Contract during the term. The correction of all such non-conformances with Exhibit A (Statement of Work), deficiencies, errors or omissions shall be at no additional cost to the Commission.

9.3.3 Further Warranties

Contractor further represents, warrants, covenants and agrees that throughout the term:

A. Contractor represents and warrants that (a) Contractor has the full power and authority to grant all rights granted by this Contract to the Commission, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) the Commission is entitled to use the Website without interruption, subject only

to the Commission's obligation to make the required payments under this Contract, (d) this Contract and the services acquired herein are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of the Commission, and without providing in such subordination instrument for non-disturbance of the Commission's use of the Website, and any part thereof in accordance with this Contract, and (f) neither the performance of this Contract by Contractor, nor the use by the Commission and its users of the Website in accordance with this Contract will in any way violate any non-disclosure agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

B. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the Website, until the full performance of its obligations under this Contract.

C. Contractor shall in the performance of all work strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in Exhibit A (Statement of Work) of this Contract, provided, however, that Contractor shall have the right to correct deficiencies as otherwise provided under this Contract.

D. All tasks, subtasks, deliverables, goods, services, and other work shall be completed in accordance with this Contract, including the mutually agreed upon Contractor's Project Schedule set forth on Exhibit B (Schedule of Deliverables and Payment) to this Contract and manufacturer's specifications and shall be performed in a timely and professional manner by qualified personnel.

E All data analysis and working papers generated by Contractor and under Contractor's control shall be available to the Commission during the term of this Agreement and for a minimum period of five (5) years thereafter.

9.3.4 Breach of Warranty Obligations

In the event Contractor fails to timely perform its warranty obligations set forth in this paragraph, the Commission may perform any required correction or other work and debit Contractor therefore at the Commission's direct actual cost of outside labor and materials and the Commission's burdened labor rates (including salary, employee benefits, and applicable reimbursement policies) to remedy any failure to conform to the provisions of this Contract.

9.3.5 Disclaimer of Other Warranties

The express warranties, if any, contained in this Contract are the sole and exclusive warranties provided by Contractor. Contractor specifically disclaims any other warranties, express or implied, including but not limited, to warranties of merchantability or fitness for a particular purpose, as well as any warranties alleged to have arisen from custom, usage or past dealings between the parties.

9.4 PROPRIETARY CONSIDERATIONS

9.4.1 Proprietary Information

Contractor and the Commission acknowledge that each will be exposed from time to time to the other's information, including, but not limited to, software, training, documentation, data, specifications, system architecture, algorithms, program logic, functionality, operation, database formats, screen displays, software listings, object code (hereinafter collectively referred to as "Proprietary Information"). Any and all materials which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the Commission's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL".

9.4.2 Confidential Information

Confidential Information means all business and technical information reasonably considered confidential which is made available directly or indirectly by one party to this Contract to the other party to this Contract.

9.4.3 Exceptions

Notwithstanding any provision hereof to the contrary, Proprietary Information and Confidential Information shall not include (a) information generally available or known to the public, (b) information independently developed outside the scope of this Contract, or (c) information lawfully disclosed by a third party.

9.4.4 Use of Proprietary and Confidential Information

Proprietary Information and Confidential Information shall only be used for the sole purpose of this Contract and shall not be used for any other purpose except with the prior written consent of the party.

9.4.5 Standard of Care

Each Party, including its employees, shareholders, directors and consultants, shall not (a) disclose to any person the terms of this Contract and any Proprietary or Confidential Information which may have come to its or their knowledge as a result of or arising out of this Contract and shall take all necessary precautions to prevent unauthorized access to such information, (b) make derivative works, translations, adaptations, arrangements or other alteration of any Proprietary or Confidential Information except as permitted by this Contract, and/or (c) alter, decompile, disassemble, reverse-engineer or otherwise attempt to discover the source code of any Proprietary or Confidential Information.

9.4.6 Acknowledgement of No Proprietary Information Rights

Except for the Proprietary Information provided directly by the Commission to Contractor pursuant to the terms of this Contract, the Commission shall have no right, title or interest in the Website. Furthermore, the Commission acknowledges and agrees that the copyright, patent, mask work protection, and trade secret rights relating to or derived from the development of the Website shall be the sole property of Contractor or its nominee.

9.4.7 No Obligation by Commission

Notwithstanding any other provision of this Contract, the Commission shall not be obligated in any way under this Contract for:

9.4.7.1 Any disclosure of any materials which the Commission is required to make under the California Public Records Act or otherwise by law; and

9.4.7.2 Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

9.4.8 Survival

The provisions of this Subparagraph 9.4 shall survive the expiration or termination of this Contract.

9.5 INFORMATION SECURITY COMPLIANCE

9.5.1 Contractor must comply with the following County Board of Supervisors approved information security policies, as applicable:

6.100 - Information Technology and Security Policy

6.101 - Use of County Information Technology Resources

6.106 - Physical Security

6.107 - Information Technology Risk Assessment

6.108 - Auditing and Compliance

These policies are published at:

<http://countypolicy.co.la.ca.us/BOSPolicyFrame.htm>.

9.5.2 Contractor shall ensure the security and confidentiality of all back-up data and shall obtain approval from Commission Project Director and Chief Information Officer prior to making and storing copies of data pertaining to this Contract.

9.6 THIRD PARTY SOFTWARE

9.6.1 Contractor warrants that no third party-owned software is subject to the Contract other than as expressly identified on Exhibit K, attached hereto.

- 9.6.2 Contractor further warrants that
- 9.6.2.1 Commission is entitled to use any third party-owned software identified in Exhibit K to the extent provided for under the license provisions of this Contract, and
 - 9.6.2.2 Contractor has not, and does not need to, modify the third party software in order for the Commission to use it to the extent provided for under the license provisions of this Contract.
 - 9.6.2.3 Contractor is additionally obligated to, at its own cost, obtain any necessary license agreements from the applicable third party should the Contractor not be able to comply with the aforementioned warranties.

CONTINUED ON NEXT PAGE

IN WITNESS THEREOF, the Commission has caused this Agreement to be executed by the Executive Director. Contractor has caused this Agreement to be executed by its duly authorized representative.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By _____ Date _____
CORDE CARRILLO
Acting Executive Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
GRACE CHANG
Senior Deputy County Counsel

NON-PROFIT INDUSTRIES, INC. DBA
SOCIALSERVE.COM

By _____
VAN L. GOTTEL
Chief Executive Officer

56-2173215

Taxpayer Identification No.

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

INTERNET-BASED HOUSING DATABASE WEBSITE SERVICES

I. Background

On April 4, 2006, the Los Angeles County Board of Supervisors approved the Los Angeles County Homeless and Housing Prevention Initiative (HPI) which included a key recommendation that endorsed the concept of establishing an internet-based housing database website (the "Housing Resource Center") for Los Angeles County. On December 17, 2006, the Board of Supervisors approved a sole source contract between the County and the Contractor to implement the Housing Resource Center, with joint oversight on the project from the Chief Administrative Office ("CAO") and the Commission. Subsequent to that contract execution in January, 2007, the County's CAO became the Chief Executive Office ("CEO") The Housing Resource Center website has the internet url address of "housing.lacounty.gov" and was launched in June, 2007.

The Housing Resource Center has two components. There is a public-access website which lists affordable rental housing opportunities Countywide. This is complemented by a restricted-access website which lists emergency and transitional housing shelters, along with additional information on special needs housing resources and opportunities. Both sites have been developed, hosted and maintained by the Contractor, with management oversight by the CEO and the Commission.

The public-access site provides comprehensive listings of subsidized and non-subsidized affordable rental housing vacancies throughout the County that can be accessed by the general public, social service agencies, and County health and human services departments. Additional information provided by landlords helps to identify options for special needs housing placement cases managed by County staff or housing locators.

The restricted-access site is limited to approved agencies, organizations, cities, and County staff, who work with the homeless and special needs populations, and need to access emergency transitional and special needs housing sites with regularly updated information.

The Contractor provides Call Center staff for both components. The bi-lingual Call Center is available during business hours to assist the public, talk to landlords, work with housing locators, and help update the website at regular intervals.

This Phase I of the Housing Resource Center focused primarily on the public access website. The restricted access component is functional for special needs housing searches, but is not fully developed. As stated in the April 4, 2006 Board Letter, the project was expected to have subsequent phases which would potentially manage shelter bed and other transitional housing and supportive housing listings within Los Angeles County. The Contractor, the CEO and the Commission (collectively, the "Development Team") were to assess the needs and feasibility of developing future phases of the Housing Resource Center.

During the course of developing, launching and operating the first phase of the Housing Resource Center, the Development Team met with County departments, and many other agencies, organizations, Housing Authorities, stakeholders, and cities within the County to assess the needs, priorities, and obstacles involved in improving the Housing Resource Center functionality and potential to expand to a Phase II.

The Phase II recommendations of the Development Team were collected and fine-tuned by the Commission staff and put forth for review by the County's Special Needs Housing Alliance. Because no additional funding was available from the HPI Fund, the Commission submitted a proposal in November, 2007, for funding from the CEO's IT Fund. This proposal included specific line item costs provided by the Contractor along with travel, contingency, and administrative fees. This proposal was recommended for funding by the CEO, and on April 1, 2008, the County Board approved an award of \$739,000 to the Commission for the expansion of the Housing Resource Center.

In addition to staffing the Housing Resource Center "Project Manager" position, the Commission has also provided funding for the first year of operation of the Housing Resource Center. After the first year of the project operation, it became evident that, in order for the Housing Resource Center project to operate more efficiently, the Commission would be given increased authority to manage the project and make payments. In January 2009, the CDC requested and the CEO approved the transfer of the project (and contract) management solely to the CDC. In consultation with County Counsel, it was determined that the best way to transfer the contract was to "Terminate for Convenience" the existing County Contract and concurrently enter into this Contract, which would incorporate the ongoing services and costs of the County Contract, while also expanding the Contract amount and scope of services as outlined herein.

In light of the CEO-IT Fund award being made to the Commission, and because of the desire to expand the Commission's authority to make payments, and manage the ongoing expansion of the Housing Resource Center, it was

determined that the implementation of the expansion projects could be handled through this contract between the Commission and the Contractor.

The Housing Resource Center contract between the County and Contractor (the "Master Contract") is still in effect, and continues to provide the basic requirements for operation and management of the Housing Resource Center. This contract is an auxiliary agreement that will be administered in tandem with the Master Contract.]

II. Scope of Work Overview

The CEO-IT Fund proposal outlines project development and improvement over a two-year period, although the actual implementation and testing of deliverables, as well as some of the payments, will carry over into a third year. All of the work deliverables shall be fully integrated with the ongoing operation of the Housing Resource Center

Phase I – Development funds to enhance existing Phase I capability

- Continue management and support of currently-operating LAC-HRC website in regards to the transfer of contract management from the L.A. County CEO to the Commission. Ensure that all additional Phase I and Phase II functionality defined herein is integrated with existing web page and provides continuous, uninterrupted service as defined in the Service-Level Agreement.
- for geo-coding and GIS overlays to increase accuracy of jurisdictional determination and location tracking (i.e. PHA jurisdiction, SPA, Supervisorial District, Council District). Includes 2 years of technical support/ maintenance.
- increase capability of County Department Housing Locators to get e-mail notification of specific requested unit availability
- develop map search capability for users to search L.A. County by region.
- re-design home page to include listings for for-sale housing and foreclosure resources. Develop for-sale housing listing page that coordinates with CDC homebuyer programs and Neighborhood Stabilization Program (NSP) listings and marketing.

- upgrade call center phone system to improve capacity for high volume L. A. County phone traffic and create a dedicated toll free line exclusive to L.A.County.
 - develop additional resource pages for senior housing with two years support and additions/edits. (This feature would allow up to two dedicated web pages of resources, and would provide a platform for senior information that can be coordinated with recommended actions may come out of the County's Senior Services Initiative).
 - develop additional resource pages for Public Housing and Section 8 Voucher program. (This feature dovetails with LACounty Helps and provides information on all L.A. County housing authorities, and better assistance in understanding the differences between different types of Section 8 housing).
 - increased quarterly performance reporting with additional details showing trends, site usage divided between jurisdictions, and separation of Section 8 voucher holder data – year one.
 - additional travel and training budget for contractor
 - additional marketing costs for outreach to landlords and users (requires CEO approval of marketing plan)
 - increase annual Admin Fee to support additional components
-

Phase II – Development funds for Shelter Bed Reservation System and Additional Informational Modules

- Phase II- develop universal Housing Program registration form that can list transitional, emergency, special needs and supportive housing (including site support and updates for year one of operation)
- Develop searchable resource database – increases functionality to resource listings of shelters, agencies and programs to searching by service and eligibility categories. Includes one year of support for site operation.
- increased quarterly performance reporting with additional details showing trends, site usage divided between jurisdictions, and separation of Section 8 voucher holder data – year two.

- Develop Subsidized Housing Inventory Database to be coordinated with City of L.A., State HDP, HUD, TCAC listings. (This is a list of units and projects with subsidized housing, which is not the same as the list of available units or projects with waiting lists.)
- Phase II travel, training and site support – both contractor and CDC.

III. Tasks and Deliverables

The following Tasks and Deliverables identify the approach to achieving the objectives identified above. Each Task has been broken into multiple steps, frequently beginning with a formal “Requirements Definition” to ensure all Stakeholders and the Contractor have a mutual understanding of the specific functional requirements.

Task 1.0: Project Control Document – Phase I

Working in conjunction with the Commission, Contractor will develop a Project Control Document (PCD) that describes how the Project will be governed and managed. This Document will include a Project Management Plan, including a preliminary schedule for each task. The Document will include the process for monitoring progress, updating the Project Plan and managing project risks, and will define requirements for periodic status reporting (scope, content and frequency). This document will include identification of expected stakeholders, as well as their roles and responsibilities, and the process for approving deliverables, including timeframes for review and approval. Generally, this PCD will serve as a guide for all project communications and activities in Phase I.

This document will also set forth the contractor’s administrative tracking and billing protocols to manage costs that are being divided among multiple housing programs and or funding sources. This PCD shall also include a proposed Fee Schedule that can be used by the Commission as a basis to apply charges to County Departments, cities, or approved agencies that choose to participate as a partner agency or receive support and training for the web site’s restricted access functions.

In cases where certain web pages listing resource links are launched under this Scope of Work (i.e. Senior Resources, Foreclosure Resources, etc.) the Contractor agrees to accept and post a reasonable amount of new links that are referred by the Project Manager for periodic updates of timely and pertinent information. Contractor and Commission agree to make best efforts to coordinate this scope of work to be within reasonable limits of project budget. Contractor shall allow up to three (3) hours of additional work on content changes or addition of links on individual sections of the website, and Contractor may

request additional reimbursement for hourly costs for any individual category/web page which exceed that time allowance.

Task 1.0 Deliverables

- 1.1 Final Project Control Document Phase I (PCD –I)

Task 2.0: Install Saved-Search Feature / Increase Phone Center Capacity

Install pre-existing Socialserve.com Saved-search feature on LAC-HRC to allow restricted-access users to save search criteria and receive email notification of newly listed units matching the saved criteria. Provide training and support as needed.

Increase Call Center capacity with addition of four phone stations.

Task 2.0 Deliverables

- 2.1 Commission acceptance of service launch of Saved-Search feature.
- 2.2 Commission acceptance of training document in PDF format.
- 2.3 Supply verification of phone center upgrades.

Task 3.0: Install GIS Overlays

Geographic data is to be geo-coded to include Service Planning Areas (SPAs), , Los Angeles County Supervisorial Districts, census tracts and housing authority jurisdiction boundaries for all housing authorities within Los Angeles County, so that the GIS mapping is available for reporting and increased functionality of the site.

- a. Attend meeting to consult with Project Manager and County CIO, Commission and ISD staff to define requirements and acceptance criteria for GIS overlays and how they are interfaced with Google map functionality.
- b. Obtain Commission approval of requirements and acceptance criteria.
- c. Install and test GIS overlays. Perform final testing in accordance with acceptance criteria.

Task 3.0 Deliverables

- 3.1 Commission approval of requirements and acceptance criteria.

3.2 Commission acceptance of service launch.

Task 4.0: Develop Regional Search Capacity

Research and develop regional boundaries enabling users to narrow search to commonly accepted regions or sub-divisions of the County. Geo-code the site, develop search functionality, and implement function. Research and develop regional boundaries enabling users to narrow search to commonly accepted regions or sub-divisions of the County.

- a. Consult with Project Manager and stakeholders. Research comparable public search and assistance features on websites of LA County departments and organizations. Research other L.A. County housing search sites suggested by Project Manager and stakeholders.
- b. Submit graphic map or plan or proposed boundaries and labels. Incorporate comments and edits from Project Manager.
- c. Obtain Commission approval of functional requirements and acceptance criteria.
- d. Install and test feature on the housing search page of the website.
- e. Perform final testing in accordance with acceptance criteria.

Task 4.0 Deliverables

- 4.1 Commission approval of proposed map, boundaries and labels.
- 4.2 Commission acceptance of service launch.

Task 5.0: Develop and Launch Single Family For-Sale Housing Listings and Foreclosure Resource webpage

Modify the LAC-HRC Home Page to include search capacity for listings of for-sale single-family housing and provide links to foreclosure resources.

- a. Attend meetings and participate in conference calls to consult with Project Manager and Commission staff that administer single family for-sale projects to develop scope of work and functionality requirements for a single family listing feature and foreclosure resources page.
- b. Develop mock-up of revised home page, single family listing page and foreclosure resources page for review and comment by the Commission.
- c. Draft proposed procedures for listing, updating and removing units for approval by the Commission.
- d. Add link to Navigational Links
- e. Activate new pages on production site

- f. Accept updated foreclosure resource links as provided by the Commission and update the foreclosure resource page on an ongoing basis.

Task 5.0 Deliverables

- 5.1 Delivery of a first draft of “Functional Requirements for Single Family For Sale Housing and Foreclosure Resource pages.”
- 5.2 Commission acceptance of mock-up.
- 5.3 Commission acceptance of service launch.
- 5.4 Updating listings and links on ongoing basis

Task 6.0: Develop and Launch Public Housing Information Web Page

Modify the navigation links bar to include a link to a separate page for information on public housing and Los Angeles County housing authorities.

- a. Consult with Project Manager and staff from the Housing Authority of the County of Los Angeles to obtain information and direction on the best information to include on the site.
- b. Collect links and housing authority lists provided by Project Manager and make recommendations on how to design a single page with links and tables that have the optimum amount of information on public housing and housing authorities within L.A. County.
- c. Obtain text from Project Manager.
- d. Provide mock-up of page for approval by Project Manager.
- e. Re-position links on navigation bar and obtain approval of Project Manager on revised home page.
- f. Consult with Project Manager and provide options for integrating GIS mapping capability with visual displays of boundaries that are achievable within approved budget.
- g. Install and test new page and linked navigation bar.
- h. Commission acceptance of service launch.

Task 6.0 Deliverables

- 6.1 Commission acceptance of mock-up.
- 6.2 Commission acceptance of service launch.

Task 7.0: Develop and Launch Senior Housing Information Web Page

Modify the navigation links bar to include a link to a separate page for information on all types of affordable senior housing in Los Angeles County.

- a. Consult with Project Manager and staff from the Housing Authority of the County of Los Angeles to obtain information and direction on the best information to include on the site.
- b. Collect links and housing authority lists provided by Project Manager and make recommendations on how to design a single page with links and tables that have the optimum amount of information on public housing and housing authorities within L.A. County.
- c. Obtain text from Project Manager.
- d. Provide mock-up of page for approval by Project Manager.
- e. Re-position links on navigation bar and obtain approval of Project Manager on revised home page.
- f. Install and test new page and linked navigation bar.

Task 7.0 Deliverables

- 7.1 Commission acceptance of mock-up
- 7.2 Commission acceptance of service launch.
- 7.3 Accept new links as provided by Project Manager and implement placement on Senior Resources page.

Task 8.0: Develop Increased Reporting and Performance Measures

Collect, analyze and organize presentation of LAC-HRC website usage and performance data to the Commission through a combination of daily tracking screens and quarterly reports.

- a. Modify the Contractor's primary Tracking page (socialserve.com/tracking) to include additional data and performance measures that are available on a daily basis.
- b. Prepare and provide quarterly reports of Project site usage to Commission, which shall include call center statistics, Average Search Ratio (ASR) trends, and search and listing data divided between Supervisorial Districts.
- c. Provide longitudinal charts showing listing and search trends in comparison with other comparable metropolitan areas.

Task 8.0 Deliverables

- 8.1 Commission acceptance of proposed reporting categories and delivery mechanism
- 8.2 Commission acceptance of quarterly reports

Task 9.0: On-line Housing Program Registration System – Discovery Phase

Working in conjunction with the Commission, Contractor will begin planning process to collect information necessary to develop an on-line registration form that would collect data on special needs, transitional, supportive, emergency and senior housing programs and projects in order to begin the design of an on-line registration system that could be coordinated with other County data systems such as 211-LA County's annually updated database

Programs, housing types and stakeholders to be included in the discovery process include:

- a. Attend meetings with 211-L.A. and County CEO and collect necessary information to understand their data systems and protocols in order to evaluate strengths and weaknesses. Collect samples of their respective data intake forms.
- b. Consult with Project Manager and identified stakeholders as needed to identify additional data and measurements that are requested to be included in the development of a standardized registration system.
 - Los Angeles Homeless Services Authority
 - Pasadena, Glendale, Long Beach Continuums of Care
 - County Special Needs Housing Alliance
 - County Departments including, but not limited to: DMH, DPSS, DCFS, Sheriff, Probation,
 - Downtown Los Angeles Central Providers Collaborative
- c. Meet or otherwise communicate with the directors and management of The Advancement Project/Healthy City and Shelter Partnership to perform discovery and analysis of other components of systems design and management that could be considered for the design of the integrated system.
- d. Consult with Project Manager and stakeholders to do systems analysis on outcomes, reports and systems access guidelines.
- e. Prepare existing-systems discovery summary and evaluation document.
- f. Prepare proposed first draft of "Functional Requirements for On-line Housing Program Registration System" which includes proposed data fields and work flow.

Task 9.0 Deliverables

9.1 Proposed workflow and implementation plan to be approved by Commission

Task 10.0: Project Control Document – Phase II

Working in conjunction with the Commission, Contractor will develop a Project Control Document (PCD) that describes how the Project's Phase Two will be governed and managed. Adjustments, changes and updates to Project Phase I shall also be included, as necessary. This Document will include a Project Management Plan, including a preliminary schedule for each task. The Document will include the process for monitoring progress, updating the Project Plan and managing project risks, and will define requirements for periodic status reporting (scope, content and frequency). This document will include identification of expected stakeholders, as well as their roles and responsibilities, and the process for approving deliverables, including timeframes for review and approval. Generally, this PCD will serve as a guide for all project communications and activities in Phase II.

Task 10.0 Deliverables

10.1 Final Project Control Document Phase II (PCD –II)

Task 11.0 On-line Housing Program Registration Form Implementation

Attend meetings with CDC & County staff to perform discovery and analysis of the existing intake processes being used in LA County for major stakeholders to track emergency, special needs and transitional housing programs and shelters. Work with key stakeholders to develop a single on-line registration form that captures information relevant to all the stakeholders as well as additional information requested by the CDC or CEO. Develop a security protocol and web-based system to transfer data to approved organizations. Work with 211 LA County to integrate this system with their database. Develop system that can be coordinated with other information modules related to emergency management, and supportive housing, and so that it can eventually integrate with a possible shelter bed tracking, referral and/or reservation system, as well as a searchable database and any other information management functionality that evolves in conjunction with the Housing Resource Center. This system shall be fully compatible with HUD's Homeless Management Information System (HMIS).

- a. Using information gathered in discovery phase, prepare first draft of “Functional Requirements for On-Line Housing Registration System” which included proposed data fields and workflow.
- b. Provide demonstrations and participate in stakeholder comment process to help assess the need for modifications to the proposed plan.
- c. Develop and code the approved platform and data fields.
- d. Receive comments and coordinate integration and changes with Project Manager.
- e. Install and launch pilot registration system and demonstrate to County stakeholders through meetings, on-line demos, PDFs and workshops.
- f. Incorporate recommended changes and, upon approval of the Commission, complete the Prototype of the on-line registration system.
- g. Draft User Training Document that can be accessed on-line or distributed as a PDR.
- h. Provide Powerpoint presentation that demonstrates system.
- i. Upon approval by Project Manager, launch on-line registration system and incorporate usage data in quarterly report.
- j. Perform maintenance and data updates in accordance with Service Level Agreement.

Task 11.0 Deliverables

- 11.1 Delivery of a first draft of “Functional Requirements for On-line Housing Program Registration Form.”
- 11.2 Commission acceptance of final “Functional Requirements for On-line Housing Program Registration Form.”
- 11.3 Complete prototype of Universal Registration Form.
- 11.4 Delivery of User Training document, manual or web page.
- 11.5 Commission acceptance of service launch.

Task 12.0: Develop Searchable Resource Database

Develop and launch a search capacity of emergency and special needs housing listings tailored to assist housing locators so that they information on specific clients can be entered and the Housing Resource Center can return listings that meet the housing needs of the client.

- a. Consult with Project Manager and stakeholders. Research comparable public search and assistance features on websites of LA. County departments and organizations. Research other L.A.County housing search sites suggested by Project Manager and stakeholders.
- b. Work by phone, emails and meetings to develop work and data flow plan with stakeholders.
- c. Create and submit a mock-up of the flow as determined in step “b”.
- d. Develop and submit first draft of “Functional Requirements for a Searchable Resource Database.”
- e. Consult with Project Manager and identified stakeholders as needed to identify additional, optional, data and performance and submit revised “Functional Requirements” for Commission approval.
- f. Perform coding and development of site data entry screen and summary screen functions.
- g. Draft training and project demonstration document that can be can be emailed, printed and/or posted on the restricted access page as a PDF or WORD file – to be approved by Project Manager.
- h. Launch service.

Task 12.0 Deliverables

- 12.1 Delivery of a first draft of “Functional Requirements for a Searchable Resource Database.”
- 12.2 Commission acceptance of final “Functional Requirements for a Searchable Resource Database.”
- 12.3 Complete prototype of Searchable Resource Database.
- 12.4 Delivery of demonstrations and/or training manuals as approved in “Functional Requirements.”
- 12.5 Commission acceptance of service launch.

Task 13.0: Develop Subsidized Housing Inventory System

Develop and implement a regularly updateable on-line system to consolidate all (reasonably and practically) available lists of subsidized affordable and special needs housing in Los Angeles County that is coordinated to avoid overlap, maximize efficiencies and integrate effectively with the other federal, state and local housing programs and their oversight agencies.

- a. Consult with Project Manager and stakeholders. Research comparable public search and assistance features on websites of LA. County departments and organizations. Research other L.A.County housing search sites suggested by Project Manager and stakeholders.

- b. Consult with Project Manager to accept notes, website links, spreadsheets and data related the following subsidized housing types and incorporate information into project planning:
- LAHD
 - California HCD
 - California Treasurer’s Office – TCAC
 - Cal HFA
 - California Housing Partnership
 - Southern California Association of NonProfits
 - Connect LA
 - U.S. Dept of Housing and Urban Development

Task 13.0 Deliverables

- 13.1 Delivery of a first draft of “Functional Requirements for a “Subsidized Housing Inventory System.”
- 13.2 Commission acceptance of final “Functional Requirements for a Subsidized Housing Inventory System.”
- 13.3 Complete prototype of Subsidized Housing Inventory System database.
- 13.4 Delivery of demonstrations and/or training manuals as approved in “Functional Requirements.”
- 13.5 Commission acceptance of service launch.

Task 14.0: Develop Expanded Regional Management Plan

Consult with Commission and stakeholders to develop a fee-structure system that could be implemented to charge agencies, cities, departments, lenders and other organizations for participation fees, user fees, training fees and partnership fees through an administrative mechanism to be determined. Propose reporting measures that can be implemented to track usage in order to assess fee levels and manage the ongoing sustainability of project costs and revenues with the addition of supporting partners and assessment of fees.

Analyses shall include possible fee structures and billing mechanisms for:

- Usage fees based on a “per password” issued basis
- Training and support fees
- Partnership fees to list city logos and links
- Specialized webpages created for NSP programs managed by other cities
- Corporate & Foundation support proposals

Task 14.0 Deliverables

- 14.1 Delivery of a first draft of Proposed Fee Structure and Reporting & Billing protocols”
- 14.2 Commission acceptance of final “Proposed Fee Structure and Reporting & Billing protocols.”

Task 15.0: Electronic and Print Marketing Support

Provide services and support to the efforts by the Commission to do outreach, marketing, and training to stakeholders, users and the public through electronic newsletters, “E-Blasts”, PDFS and other forms of communication.

Provide the following services as requested by Project Manager and bill for hourly costs and charges not to exceed maximum contract amount:

-

Task 15.0 Deliverables

- 15.1 Maintain ongoing registration with Constant Contact or comparable E-newsletter service approved by Project Manager
- 15.2 Provide graphics, PDFs, graphs, pictures or other content as requested.
- 15.3 Provide editing and writing services as needed
- 15.4 Design “E-Blast” template

IV. Contractor Staff

- 1) Contractor shall provide a Contract Manager (CM), who shall be responsible for the overall management and coordination of the contract and act as liaison with County Project Manager/CDC. The CM shall be the same person assigned as the CM to the Master Contract.
- 2) Contractor staff will act in a businesslike manner when assisting individuals and families in finding affordable, permanent housing rental information.
- 3) Contractor staff will have demonstrated ability to handle sensitive materials and perform their duties in a confidential manner.

- 4) Contractor shall warrant that Call Center staff working directly with the homeless population, have the requisite training, skills and experience to conduct intake, screening, and needs assessments in responding to participant callers.
- 5) Contractor staff must be fluent/competent in reading, writing, speaking and understanding the English language.
- 6) Contractor shall warrant that appropriate staff background checks, involving verification of employment history, criminal records, validity of education, applicable licenses, have been conducted. Findings shall be kept on file and made available to County upon request.
- 7) Contractor Call Center staff shall have knowledge of the Los Angeles County affordable housing program and specific housing requirements for the special needs population.
- 8) Contractor shall ensure personnel performing Contract services herein shall be considered Contractor employees at all times.

V. County Personnel

- 1) Commission Project Manager (CPM)
 - a. The Commission shall inform Contractor of the name, address, and telephone number of the CPM in writing and at any time thereafter, if a change of CPM is made.
 - b. The CPM shall be responsible to see that the work requirements of this Contract are coordinated with the Master Contract.
 - c. CPM, or an alternate designated by the Commission Executive Director shall provide direction to Contractor in areas related to policy, procedural requirements, service performance requirements, and other information pertaining to the Contract.
 - d. CPM or an alternate designated by the Commission Executive Director shall monitor, on a quarterly basis, Contractor's performance of required Website services and contract deliverables.
 - e. CPM, or an alternate designated by the Commission Executive Director, shall negotiate with Contractor, should the need arise, on changes in service requirements pursuant to Contract.

VI. Contractor Responsibilities

1) Contractor Management Services

Contractor shall provide all management services necessary for the provisions as stated in the contract. Contractor's management services may include, but are not limited to:

- a. Planning, coordinating, implementing and monitoring the stated service deliverables.
- b. Ensuring there are sufficient professional, experienced and competent bilingual staff to assist Landlords, individuals, and Housing Locators at the Call Center.
- c. Ensuring staffing plan is in place to guarantee uninterrupted delivery of services should staffing vacancies occur.

2) Meetings

Contractor shall, as scheduled by CPM, meet or participate in telephone conference meetings, with the Commission on a regular basis to discuss programmatic issues, general procedural issues, and general concerns that arise. Either Contractor or the Commission may request such a meeting.

3) Contractor Furnished Items/Equipment

- a. Contractor shall obtain all equipment and supplies to perform all services required by this Contract.
- b. County shall incur no costs for the maintenance of Contractor's Out-of-state office headquarters in Charlotte, North Carolina.

4) Call Center Hours of Operation/Holidays

- a. Contractor shall be required to provide services, at the Call Center, Monday through Friday, between the hours of 12:00 p.m. to 8:00 p.m., Eastern Time, to accommodate the addition of the Pacific Time Zone.
- b. Contractor's Call Center will provide phone support and web services in the primary languages of English and Spanish.
- c. Contractor will not be required to provide services on County recognized holidays. The County Project Manager/CDC will provide a list of County holidays to the Contractor within thirty (30) calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year.

- d. Contractor will be allowed to have a maximum two (2) days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide the services stated under these contract terms. To request these days, Contractor shall submit a written request to the County Project Manager/CDC, no less than 30 days in advance of the desired dates. Approval by County Project Manager/CDC is required in order to take off the requested dates. County will not provide any compensation for time invested in these activities.
- 5) Complaints/Inquiries
- a. Contractor will develop procedures, for receiving and responding to inquiries and complaints received via phone or email regarding the Website, and submit those procedures to CPM for review and approval.
 - b. Contractor will involve and report to CPM on recommendations from the Website users to improve efficiency in the delivery of services.
 - c. Contractor, at the direction of CPM, will establish a procedure to resolve participant and agency issues, grievances, including Civil Rights complaints, before they reach the formal complaint level.
- 6) Customer Service
- a. Contractor will implement an active Customer Service Program consistent with the County Board approved Customer Service and Satisfaction Standards.
 - b. The Commission at the direction of the CPM, will monitor the quality of Contractor's Customer Service by randomly conducting telephone surveys at the Call Center. The Commission, at its sole discretion, may change the means of measuring this standard via a Change Notice.

VII. Joint Commission/Contractor Responsibilities

- 1) Confidentiality of Records
Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Contract, which County or the

Commission requests be kept confidential, shall not be made available to any individual, or organization by Contractor without the prior written approval of the Commission. The obligations of this paragraph will survive the termination of the contract.

2) Record Keeping

- a. The Website records will be maintained in the offices of the Contractor.
- b. Authorized representatives of the Commission and the County shall have access to all Contractor records pertaining to contract funds and the services and activities that they support.
- c. Contractor will retain all records pertaining to this contract for at least three (3) years from the date of contract termination.

3) Reporting Functionality

Contractor will provide to the Commission statistical analysis and reporting as to the number of housing listings, number of landlords registered and other basic reporting information requested by the Commission.

VIII. Website Ownership

The Commission asserts that ownership of the name Los Angeles County Housing Resource Center and the website address of "housing.lacounty.gov" or any other Internet address selected for that website domain shall remain the property of the County, and that use of the name by Contractor for any purpose other than to direct or link persons to the Website, or to promote the Website, is not authorized.

Appendix 1

SOCIALSERVE.COM SERVICE LEVEL AGREEMENT

DEFINITIONS

Call Center The Contractor's in-house staff, equipment and protocols to answer the toll-free number provided on the Website and maintain and update accurate information and property listings in the Database.

CIO County of Los Angeles Chief Information Office

- Commission** The Community Development Commission of the County of Los Angeles, which includes the Housing Authority of the County of Los Angeles.
- Contract** The Contract for Internet-Based Housing Database Website Services ("Contract") dated March ____, 2009 by and between the Community Development Commission of the County of Los Angeles ("Commission ") and Non-Profit Industries, Inc., a North Carolina not for profit corporation d/b/a Socialserve.com ("Contractor").
- Contractor** Non-Profit Industries, Inc., a North Carolina not-for-profit corporation d/b/a Socialserve.com.
- County** The County of Los Angeles, California as represented by the Chief Executive Office, Chief Information Office, County Counsel and Special Needs Housing Alliance.
- Database** All information relating to the County and Commission, including but not limited to residential rental properties, for-sale housing, service providers, shelters, agencies and organizations collected, maintained, organized and/or displayed by the Contractor as part of the Los Angeles County Housing Resource Website operation described under the Contract and this SLA.
- Website** The Los Angeles County Housing Resource Center website located at <http://housing.lacounty.gov/>

SUMMARY DESCRIPTION:

The Contractor shall develop, maintain, and provide for the hosting of the Website and Database, while providing ongoing services to support, update and monitor the Website and Database with an adequately-staffed and trained Call Center based in Charlotte, North Carolina. The Contractor shall maintain minimum service levels and assure compliance with protocols and protections of County housing information and data.

Services include:

Service Description	Primary	Availability/ Frequency
Web hosting	Peak -10	All times ¹
Maintain rental housing search capability	Contractor	All times
Maintain Google Map functionality	Contractor	All times
Posting of homeless shelters	Contractor	All times

¹ The term "All Times" as used in this chart shall allow for waiver or acceptance by Commission, provided in writing, for unanticipated circumstances or events that lead to interruption of delivery that are deemed non-material or non-harmful by Commission, at Commission's sole discretion.

Maintain password access function	Contractor	All times
Issue passwords upon request	Contractor	Within 3 working days
Insert partner logos upon request	Contractor	Within 10 working days
Update median income data	Contractor	Annually
Back up and Retention of Files	Contractor	Daily – storage for 3 years
Expand storage capacity	Contractor	As needed
Database updates	Contractor	Bi-weekly
PostgreSQL platform updates	Contractor	As needed
Call Center Assistance to Property Providers	Contractor	Weekdays 8am – 5 pm Pacific
Call Center Assistance to Renters	Contractor	Weekdays 8am – 5 pm Pacific
Call Center Assistance – all other calls	Contractor	Weekdays 8am – 5 pm Pacific
Call Center Assistance – Spanish speaking	Contractor	Weekdays 8am – 5pm Pacific
Call Center property updates upon request	Contractor	Weekdays 8 am – 5 pm Pacific
Call Center search result mailings	Contractor	Upon request
Customer Assistance/ Dispute Resolution	Contractor	Weekdays 6am – 5 pm Pacific
Content translation to Spanish	Contractor	As needed
Provide customer service to property owners	Contractor	As needed
Test and maintain all partner links	Contractor	Monthly
Test and maintain all resource links	Contractor	4 x per year
Post Usage Statistics	Contractor	All times/ daily updates
Post Listing Statistics	Contractor	All times / daily updates
Provide Quarterly Reports to Commission	Contractor	4 x per year
Update GIS Data	Contractor	Annually
Provide phone training upon request	Contractor	Up to 6 times per year
Disaster Response Availability	CEO/COO	All times

This Service Level Agreement (SLA) will be modified as new features are developed and launched during the life of the contract. If it is deemed by the County that a specific SLA be required for any feature, then the new SLA shall be drafted and placed into enforcement as an addendum to the contract. Socialserve.com will continue to provide 99.999% availability for all of the current and future services barring unforeseen incidents of natural disaster or other types of loss of service issues outside of the control of Socialserve.com.

Features and auxiliary services to be developed within this contract that maintain housing listing information, links to external data, program information, or other types of resource information that may have a limited lifetime of usefulness, shall be updated and/or removed in a manner appropriate to the resource as long as the annual maintenance fees remain in force. These maintenance schedules will be developed during the discovery phase of each new feature and may be modified if actual implementation otherwise determines that the planned schedule of maintenance of the resource does not provide for adequate upkeep. If this revamping of the maintenance period produces a fiscal impact on Socialserve.com that could not have been anticipated prior to actual use of the resource, Socialserve.com maintains the right to modify the agreement to cover said cost increases.

If a feature or resource is determined during the lifetime of an annual maintenance fee to be of no further use, then said feature or resource will be removed from service in an agreed upon method and with an agreed upon timeline that minimizes the impact to the end user, the County and Socialserve.com.

DATABASE VOLUME AND FEE INCREASE REQUESTS

Because the nature of rental vacancies, demand for housing, shifting governmental priorities and economic changes make it impossible to confidently predict the expected growth curve of database volume, the Contractor agrees to make all reasonable efforts to manage expected and unexpected service demand for the duration of this SLA. However, in order to protect both the Contractor and the Commission, the following volume caps list statistical triggers in which the Contractor would be eligible to request fee increases or adjustments to service delivery requirements, or both, in order to maintain uninterrupted operation of the Website. Because funds may not be available to cover costs of fee increases, the Contractor agrees to provide alternate value engineering options for scope of work changes that would allow the Commission to shift funding from one work item to increase fee payment, pursuant to approval by the Executive Director, CIO and/or County Board, as deemed necessary by the Commission.

Volume caps that are exceeded for limited durations may require mutually-negotiated payment requests or service level adjustments. Volume caps sustained for 60 days uninterrupted shall constitute justification to request fee increases.

Because of the Contractor’s service-oriented mission, the volume caps below are set sufficiently high that it is unanticipated that these levels will be achieved. However, the Contractor agrees to notify the Commission in writing if any volume level reaches 90% of the cap. Contractor agrees to maintain service up to 110% of volume cap for an additional 30 days (past the initial 60 day period, in order to give the Commission additional time to obtain funding or negotiate scope of work changes through an amendment to the Contract. The contractor has no obligation to maintain service longer than 90 days without additional service fee or consideration by the Commission or County.

In cases where listing volume increases as a direct result of adding a new housing authority or city’s listings to the Database, Contractor shall provide fee increase cost to Commission to ensure that the new partner city or agency can be assessed that cost, and the SLA Caps will be increased accordingly.

Service Item	Current Volume	Current Fee	Volume Cap	110% of Volume Cap
Total Listings	7878	\$202,000 /yr	18,000	19,800
Total Landlords	4986	\$202,000/yr	9,800	10,780
30 –day search total	130,000	\$202,000/yr	250,000	275,000
30 day In/Out phone call total	3000	\$202,000/yr	4,000	4,400

1. Frequency of database updates:

- a. Property providers are required to update active listings weekly to bi-weekly depending on the listing type. Providers can update their listings by either logging in to the system, emailing, faxing or calling our Customer Service Center

who will perform the requested updates for the provider. If this update is not performed in a timely manner, then the steps listed below come into effect.

- b. Staff from the Customer Service Center contact property owners if their listings have not been updated by one of the methods listed in 1.a above after 5-working days. The listings are updated by the staff so the listings remain current. Each time a landlord logs in or has a CSR update a listing, the timestamp for the listing is reset and the clock begins ticking from zero. If no response is forthcoming from the provider, we provide one phone warning, then pull the listing and do a final notification by phone. There are a number of nuances that go along with this process including removing listings upon notification from a client that a listing was not available when he or she called the provider.
 - b. Whenever a listing is “pulled,” the provider is notified and give one last chance to re-activate the property. If there is no reply, the property is marked for deletion and a 120-day timestamp is set. If the provider calls within the 120-day window, the property can be re-activated. If not, the property is deleted from the service.
- 2. Description of database hosting, maintenance, and monitoring, including availability of technical support and maintenance schedule:**
- a. Highlights: (Much more detail in the Full IT Infrastructure Review Section below)
 - 1. Contractor hosts all of the sites served and maintain the server farm at Peak-10 in Charlotte, NC. Peak-10 is a triple-redundant Tier-1 ISP with SAS 70 (Type II) facilities located in multiple states.
 - 2. Monitoring is 24/7/365. Any issues with the availability of the service cause alarm notifications to page or phone our IT group.
 - 3. Maintenance is covered in the following extensive review of our IT infrastructure. Any maintenance requiring the internet-based housing database website (“the Website”) to be unavailable is performed prior to 7:00a.m. Eastern time.
 - b. Full IT Infrastructure Review:
 - 1. Technical Aspects of Hardware, Software and Processes – Expansion and the capacity to maintain top quality service and product have been a cornerstone in the development of Socialserve.com. Since Socialserve.com is a mature platform, meaning the application has been proven and thoroughly tested in heavy use serving multiple statewide locations, the current application has the capacity to readily handle the increased volume without additional infrastructure.
 - 2. Supports rental and for-sale searches in both English and Spanish, covering the spectrum between a simple search for properties in a single city in a simple rent range, all the way to highly specific searches within regions taking into consideration up to 50 separate customizable search criteria.
 - 3. Supports a database of agencies and programs affiliated with regions, allowing browsing per category or via text queries. This is done in a centralized application service provider fashion for 16 states broken into 820 regions, counties or otherwise, containing 9017 cities or towns.

4. Provides the website, backend database, the call center service and personnel, and the technical staff supporting the operation. Landlords and Agency managers can manage their information in one of three ways: via the website, responding to emails generated by the system and call center staff, or through toll free telephone support in English or Spanish.
5. Published listing data is kept up-to-date by way of the software generating either emails or queued up outbound telephone calls to be performed by our call center staff to landlords who currently have published listings but have not logged in or contacted us recently. If a landlord does not react to an email within 24-hours, then an outbound call is queued up.
6. Computing systems are designed and implemented with cost-effectiveness and high productivity. Open systems and open source technologies are leveraged wherever possible, eliminating costly licensing fees and benefiting greatly from the legendary stability, security and speed of open source applications.
7. All software development, server maintenance, site maintenance, and database monitoring of our systems are handled internally.
8. The website and database machines are hosted in a SAS 70 (Type II) Tier-1 co-location facility of the national service provider, Peak 10, in Charlotte, North Carolina providing us with triple redundant Internet access, battery-backup/diesel generator systems, network monitoring, and environmental and security integrity. We lease a full cabinet (rack) at this location and have virtually unlimited expansion space available as we continue to grow our services. Peak 10 can be found on the Internet at <http://www.peak-10.com/>.
9. Currently, we have nine separate computers hosted at Peak 10. The nine computers currently run Fedora Core 6 (Linux), and are deployed as four web/application servers, one primary database server, one warm database backup server, two data cache servers, and one firewall/router. Our application software is written either Python or Java, depending upon the page being served, with a full migration to Python currently 90% complete. Static content is served out using the Apache web server software. PostgreSQL is used as the relational database containing the application data. The computing hardware in the production rack currently consists of five Intel-based systems and four PowerPC-based systems. Linux makes installing/managing diverse hardware platforms cost-effective. Redundant routers have been installed as well as redundant 10-meg Metro-E's between our office and Peak-10 to provide high speed access between our call center and development group to the services located in the rack.
10. The backup database server performs a full 'transactionally' consistent database snapshot of the production database hourly. We ship the midnight snapshot from production to our in-office computer system on a nightly basis, retaining the last thirty days of nightly archives in-house, and preserving the archive of the first and fifteenth of the month for perpetuity on removable media, stored offsite. Database volume has doubled every year for the past three years, and we expect this trend to increase. The primary database machine currently uses 21% of its currently available disk capacity. More information on our database software, PostgreSQL, is available at www.postgresql.org.

11. Web and database server functionality are monitored automatically by the backup machines and by the in-office systems, raising alarms via email and text message to the mobile phones of our system administrators in case of unexpected failure. All administrative operations from the office to production machines are done over secure cryptographic channels, SSH and SSL.
12. At current loading during business hours, it takes site one fifteenth of a second to generate the results of a basic housing search in Charlotte, NC (Rental search for listings between \$100 and \$600, returning 297 listings). The most complicated query, one involving querying for all possible advanced and accessibility-related options (naturally yielding zero listings), actually takes even less time to fulfill, since the database query, while being more complex, is evaluated by PostgreSQL in such an ordering which excludes the majority of the effort until nearly all listing rows have been excluded (i.e. planned properly by the database engine).
13. These tests were done excluding network latency by interacting with the webserver on the webserver machine itself using the command-line web client 'ab'. Our system administrators watch system performance and loading statistics in real time during business hours and analyze daily reports containing details such as disk and network I/O utilization, memory usage, context switches per second, etc.
14. All of our computer systems are kept up-to-date with respect to security patches from the operating system vendors. We run Fedora Core 6 on all of our server machines. Our Linux build and configuration system automatically installs and configures our machines via scripts according to machine roles ('production-webserver', 'production-database', 'mailserver', 'fileserver', etc.) so that configuration of a new piece of hardware for that role can be done without error and efficiently every time -- similar to how our system administrators solved the same problem at their university system admin jobs when faced with needing to deploy/patch hundreds of workstations and servers.
15. Our developers use both Linux and Apple OSX laptops for development purposes. Python, Java, and database system (PostgreSQL) components run on both these platforms without any platform-centric changes. Developers are also active members of the open source community, having contributed code, bug fixes, and discussions to the PostgreSQL, JBoss, Jetty (the web server component we use within JBoss), Python, and memcached communities. We do indeed make use of the extra capabilities having the source code makes available to us!
16. Developers develop directly on their laptops, running PostgreSQL, JBoss, their browser and their source code editors simultaneously. This keeps them fully aware of the runtime performance of the software, letting them detect potentially ill-performing algorithms or SQL queries well before they hit the production servers. Source code and build scripts for the entire site is kept in a versioning source code library, CVS, allowing the developers to synchronize changes to the software and potentially rollback to previous versions of files in an orderly fashion.
17. Updates to the Website and/or database schema are done in a highly tested and

automated fashion. Since we have a cluster of load-balanced web servers, most site updates can be preformed during business hours without impact to current site users. This is done through first removing a pair of servers from the load-balanced pool, shifting all production traffic to the other two. Then the site software is updated on the now offline pair and tested. When testing is complete, site traffic is rolled over to these newly updated pair, freeing up the other two, which are then updated and tested. Finally, the cluster is restored to include all four servers.

18. Computer patching and rebooting is done in a similar fashion -- juggle the current set of computers which are serving the public, and patch, upgrade, and/or reboot the offline computers until all are patched. The only slightly complicated system to patch and reboot is the database server. Since it holds the authoritative copy of the database, rebooting or upgrading it cannot be done during daytime hours. However, when it does have to be taken offline, the site is put into a 'read-only' mode, still servicing tenant search traffic but temporarily blocking out landlords from being able to update their listings. This is done through taking a one-time snapshot of the database contents and bringing up a separate PostgreSQL instance on a computer other than the primary database server. Then production traffic is rolled over to a webserver configured to run on read-only mode, communicating with the temporary database snapshot. Web traffic is then shifted to this webserver, freeing up the primary database server. It can then be patched and rebooted. When it comes back up, production traffic is shifted back to the regular web servers, and landlord traffic is re-enabled seamlessly. At no time would searchers see any downtime. This sort of update is done before 7:00AM Eastern time to reduce the impact to landlords.
19. Clustered web serving is known in technical circles as 'Horizontal Scalability.' This term describes a system which can be made to serve a higher load in an inexpensive fashion -- by plugging in additional nodes to do their fair share of the work -- the 'bank teller' philosophy. Instead of having to purchase a new 'big' server to fully replace the previous generation webserver, a clustered site can just install additional inexpensive equipment to deal with the new level of traffic.
20. Database systems, on the other hand, are difficult and very expensive to make horizontally scalable, yet are a necessary component to a data-driven website such as socialserve.com. One relatively new technology to minimize the load on the database server is an open source clusterable data caching system, 'memcached'. This caching system holds data fetched from the database until it is determined to be out-of-date. It is consulted before fetching said data from the database, therefore lowering the total number of queries the database would have to perform. In a read-mostly application such as the real-estate and agency data listing service we provide, cache hit ratios are very high, typically 90% and higher, therefore allowing us to scale out further with more and more webserver computers without a linear increase in load on the database server itself. Memcached is being used by very high volume websites such as the blog site LiveJournal.com (20 million+ hits per day) and FaceBook.com. Our use of memcached allows for our central database server to remain between 95% and 98% idle during business hours, giving us plenty of room to scale out at the webserver layer without the database becoming a bottleneck. Our pair of servers running memcached are 99% idle. Information on memcached can be found at <http://www.danga.com/memcached/>.
21. The call center uses Apple iMac and Mini-Mac hardware running OSX as their

workstations. The call center machines are dataless -- the user accounts come from a centralized database (Kerberos V hosted on Linux machines), and the user's files and settings are stored on central Linux file servers. The machines are all configured and maintained by scripts in a centralized fashion.

22. Call center users can be added very quickly, and their user accounts are good for all of the desktop machines. If any one call center machine fails, none of the data is lost, and we can deploy a spare backup box in under two-minutes -- the time it takes to unplug the old and plug in the new. Call center machines are patched by way of scripting out updates either hourly or nightly, and are initially built using quick 'imaging' technology. Finally, at about \$750 per seat including LCD flat panel monitor, we find this platform delivers a very affordable, scalable, easy to manage, and extremely pleasant desktop computing environment.
23. The call center machines and users use the Firefox web browser, the Apple Mail.app email client, and Open Office for document processing, yielding zero additional software costs per seat. Internally, we use a Wiki similar to Wikipedia to document internal processes, and a web-enabled bug tracking system for our call center personnel to report and track software issues. Both of these services are handled by the open source tool 'trac', <http://trac.edgewall.org/>.

3. Back-up and retention of all data and files.

1. A back-up of all data and files will be provided to the County quarterly in CSV format.
2. All data and files will be retained for 3 years after the term of the contract.

4. List and description of standard reports.

There are a wide variety of reports available, many listed below. Socialserve.com can also do custom query reporting based on the need of the contract holder.

1) Listings and Unit Reports

a) Total Listings

Total number of listings on the system, regardless of status, as of the close of business of the date stated at the top of the report. A single listing may represent one property (e.g., a single-family home) or many properties (e.g., an apartment building).

b) Total Units

Total number of UNITS represented by each LISTING as of the close of business of the date stated at the top of the report or the range you select. If a LISTING is an apartment complex, it may represent several UNITS. This number is regardless of status.

c) Available Listings

Number of listings, whose status is either available or waiting list, that can be found by searchers, as of the close of business of the date stated at the top of the report.

d) Available Units

Number of units represented by listings that can be returned in a search, as of the close of business of the date stated at the top of the report.

e) Total landlords

Number of landlords on the system, as of the close of business of the date stated at the top of the report.

f) Status (Can be one of the following):

- i) Available
- ii) Waiting List
- iii) Rented
- iv) Under Repair
- v) System Disabled (Only set by Socialserve.com. Means there is a problem with the listing)

2) Search and Visitor Report

a) 1-Day

The first number reflects the number of countable searches performed on the day stated at the top of the report. The second number reflects the number of countable visitors to the search page on that day.

b) 7-Day

The first number reflects the number of countable searches performed during the 7-day period ending on the date stated at the top of the report. The second number reflects the number of countable visitors to the search page during that 7-day period.

c) 28-Day

The first number reflects the number of countable searches performed during the 28-day period ending on the date stated at the top of the report. The second number reflects the number of countable visitors to the search page during that 28-day period.

d) YTD

IMPORTANT - This number calculates from the day your site launched! The first number reflects the number of countable searches performed during the 12-month period ending on the date stated at the top of the report. The second number reflects the number of countable visitors to the search page during that 12-month period.

3) Figures reported for searches and visitors can be affected by factors inherent in Web applications, such as the following: (We would rather be conservative on counting than attempt to mathematically inflate the numbers.)

- a) We track only visitors who have cookies turned on in their browser. This leads to an undercounting of actual visitors, as well as actual searches.
- b) Publicly accessible computers such as those in libraries are each counted as a single visitor, regardless of how many people use the computer to access the site, unless the previous user exited the computer's browser. This also leads to an undercounting of visitors.

4) Listing Update Report

a) Listings Added

Number of listings added to the system during the specified time frame.

b) Units Added

Number of properties added to the system during the specified time frame.

c) Listings Deleted

Number of listings deleted from the system during the specified time frame.

d) Units Deleted

Number of properties deleted from the system during the specified time frame.

e) Listings Modified

Number of listings updated during the specified time frame. An "update" occurs whenever any change is made to the listing.

f) Units Modified

Number of properties updated during the specified time frame. An "update" occurs whenever any change is made to the property.

5. CALL CENTER SERVICE OVERVIEW

A principal feature of Socialserve.com is the toll-free, bilingual Call Center, which provides full access to all Web site functionality through our toll-free number or via email, fax or mail. The Call Center is staffed by professionally trained Call Center Representatives (CCRs) who complete the Socialserve.com Customer Service Program over a period of twelve weeks. Our CCRs utilize our leading-edge web tools to verify and update database information five days a week. Tenants and property providers can call for service from Monday through Friday, 9 a.m. to 8 p.m. (EST) and are 'on-call' to provide around the clock services during times of disaster such as tornados, flooding and hurricanes, through contracts with various agencies to provide this service nationally. An example of how property providers use the Call Center from a recent call is as a landlord was driving from Home Depot with a new refrigerator for one of his rental units he called and asked us to change the listing to reflect that a brand new refrigerator was included in the rental price. Literally hundreds of update and search calls come in each day to our Call Center.

With over 40 dedicated staff working diligently to assist callers and to ensure that system data are accurate and up to date, no other service offers the level of customer support and training that Socialserve.com offers. Over thirty percent of Socialserve.com CCRs are bilingual. Another unique feature of Socialserve.com is that we hire individuals who are either in housing crisis, or being released from various programs (half-way houses, incarceration, dependency programs, etc.) to staff available CCR positions. Each new staff member participates in a highly structured training program designed to impart knowledge and experience through immersion, monitoring, directed call handling and market training. Call Center leaders attend regular Continuing Corporate Education sessions to enhance training, management and team-building skills. The average length of experience for Call Center staff currently exceeds two years with an impressive record of less than 10% turnover!

CCRs at Work – Keeping Data Up To Date

The system notifies the Socialserve.com Call Center if a property may no longer be a valid offering. If a property provider has not logged into their account or contacted the Call Center to verify property availability at least one time within a 7-day period (variable from daily to 28-days depending on need.), the system flags their account and adds it to the Call Center log for a direct follow up. During the follow up via email and/or phone call, the property provider will be required

to review property information and verify that all listings are up-to-date. If the property provider cannot be reached after two attempts on the phone, their properties will be temporarily removed from the public search until the owner either logs on to their account or phones the Call Center to update their listing information.

To further protect the validity of system data, our Property Review Queue (PRQ) provides for individual data inspection of each property added/updated. When a landlord logs in and *either* updates an existing or creates a new available listing, the PRQ generates a listing inspection record. CCRs work through pending inspection records six days a week (Although the call center is not open, CCRs are assigned to work the PRQ on Saturdays). When a CCR “checks out” a listing inspection record, they will verify that listing *along with any other pending records generated by the same account so that they may be inspected as a whole, allowing personnel to notice duplicates and other issues.*

The CCR reviews the information in the listing, repairs any trivial issues such as spelling errors and then approves the listing or, if needed, an outbound telephone call is queued up for a CCR to place to the landlord to discuss and/or verify listing information. If the listing information is judged to be invalid, the listing is removed from public display, and a call is queued to discuss the issue with the landlord.

The Socialserve.com Call Center:

- I. Receives inbound calls/emails/faxes/letters from landlords to:
 - a. register to list properties
 - b. learn about or are curious about the service (general information)
 - c. add new properties to the service
 - d. update existing listings
 - e. do “comps”
 - f. learn about Section 8 and other housing programs and services
 - g. learn how to use the service or to learn how to use a new feature
 - h. ask any of a hundred other question relating to rental/homeownership, etc. :)

- II. Places outbound calls/emails/faxes/letters to landlords to:
 - a. add new listings
 - b. edit/update existing listings
 - c. remind landlords of expiring leases and promote re-listing on the service
 - d. remove properties from service
 - e. process complaints brought about by prospective tenants
 - f. train new staff on system use and update procedures
 - g. move existing static inventory lists to the new service and market the service to new providers (Many times this has resulted in 20,000 or more “Outreach” calls to property providers throughout the state)

Support to tenants and other users.

- I. Inbound calls/emails (and yes, even faxes and letters!) from tenants
 - a. learning how to use the service
 - b. asking us to search for available properties and either give them the information over the phone or fax/email/mail available listings to the individual
 - c. reporting an issue or complaint regarding a listing (discrimination, misrepresented, rented, etc.)
 - d. learning about other services that may exist to help with rent, security deposits, legal aide, utility assistance and other possible referrals for aide
 - e. emergency aide for victims fleeing domestic violence

- f. TDD calls from deaf tenants requiring assistance in locating properties
 - g. trying to locate special-needs properties
 - h. who have experienced a disaster and need emergency, transitional and/or permanent housing including assistance in obtaining required FEMA locator IDs, etc. depending on the type of, and severity of the disaster
- II. Outbound calls/emails/faxes/letters to tenants
- a. to inform of available listings when in need of special-needs housing
 - b. to address and resolve any complaint that may have been tendered regarding an existing listing
- III. Provide teleconference training for agency and other professional users of the service around all of Socialserve.com basic and optional modules. Provide toll-free service for any Public Housing Authority to refer their landlords and tenants to for listing and locating available units.

Call Center Procedures

Our Call Center procedures manual contains proprietary information; and is located on an internal "Wiki" in electronic format for rapid access by CCRs.

Sample Procedure from Socialserve.com Call Center Procedures Wiki

In the event a client calls to inform Socialserve.com of a unit listed that is already rented, follow these steps:

Primary Steps

- *Collect contact information from client*
- *Document complaint*
- *Remove property from system*
- *Perform new search for client if client needs such assistance*
- *Inform client that a follow up call will be made to them to inform them of the outcome*
- *Notify Floor Manager of complaint*

Secondary Steps:

- *Floor Manager reviews complaint:
-re-call tenant if needed for more information*
- *Floor manager notifies the Property Provider that a complaint has been received and that the property/properties is/have been removed from the system pending clarification of the issue.*

Depending on the issue:

Tertiary Steps:

- *Floor Manager notifies Senior Management, and*
- *Floor Manager notifies tenant of outcome*
- *Floor Manager or Senior Management notify provider of outcome*

If an issue is Fair Housing related, then Floor Manager and/or Senior Management will discuss the issue with the provider and may, if it is a repeat issue or deemed appropriate based on the conversation with the tenant and provider, report the issue to the State's Attorney General's Office.

Call Center Staffing Levels Based on Population, Poverty Levels and Estimated Averages

Based on over 9-years of experience in operating a full service call center, Socialserve.com is very accurately able to judge anticipated staffing levels for new regions. We recruit and train new CCRs as the demand requires and our existing CCRs are continually learning new processes and procedures while training in specialty areas that will better assist the CCR in providing the best possible answers to the incredibly diverse inquiries that flow through the call center on a daily basis.

Whenever Socialserve.com adds a new region, we increase our call center staffing level to absorb the anticipated increase in call volume. Training new CCRs to handle basic calls takes 60-days of classroom, "shadowing" experienced CCRs and monitored call handling through a process known as "barging" where our Senior CCRs and trainers listen in on the trainees calls and can respond immediately to any request for assistance that the trainee requires. New CCRs continue through a full year of specialized training to ensure their ability to handle a normal day's requests for assistance.

EXHIBIT B

SCHEDULE OF DELIVERABLES AND PAYMENTS

SCHEDULE OF DELIVERABLES AND PAYMENTS

Deliverable	Deliverable Payment	Estimated Timeframe *
Task 1 Project Control Document Phase I		
1.1 Project Control Document – Phase I (PCD -1)	\$13,800	3 weeks from NTP
Task 2 Saved-Search Feature/ Increased Phone Center Capacity		
2.1 Commission acceptance of service launch	subscription	2 weeks from NTP
2.2 Commission acceptance of training material	subscription	3 weeks from NTP
2.3 Supply verification of phone center upgrades	\$2,400	2 weeks from NTP
Task 3 GIS Overlays		
3.1 Commission approval of proposed map, boundaries and labels.	\$3,888	6 weeks from NTP
3.2 Commission acceptance of service launch	\$3,888	8 weeks from NTP
Task 4 Regional Search Capacity		
4.1 Commission approval of proposed map, boundaries and labels.	\$4,000	14 weeks from NTP
4.2 Commission acceptance of service launch	\$4,000	20 weeks from NTP
Task 5 Single Family Listings and Foreclosure Resources		

5.1 Delivery of Functional Requirements	\$5,200	2 weeks from NTP
5.2 Commission acceptance of Mock up	\$5,200	3 weeks from NTP
5.3 Commission acceptance of Service Launch	\$5,200	4 weeks from NTP
5.4 Updating Listings	Up to 3 hours included	
Task 6 Public Housing Information		
6.1 Commission acceptance of mock-up	\$1,296	20 weeks from NTP
6.2 Commission acceptance of service launch	\$1,296	28 weeks from NTP
Task 7 Senior Housing Web Page		
7.1 Commission acceptance of mock-up	\$1,296	8 weeks from NTP
7.2 Commission acceptance of service launch	\$1,296	10weeks from NTP
Task 8 Reporting and Performance Measures		
8.1 Commission acceptance of mock up	\$3,320	20 weeks from NTP
8.2 Commission acceptance of Quarterly Reports	\$3,320	28 weeks from NTP
Task 9 On-line Housing Program Registration System – Discovery Phase		
9.1 Commission approval of proposed work flow and implementation plan	\$9,600	48 weeks from NTP
Task 10 Project Control Document Phase II		
10.1 Project Control Document – Phase II (PCD -2)	\$37,384	48 weeks from NTP
Task 11 On-line Housing		

Program Registration Form		
11.1 Delivery of first draft of Functional Requirements	\$4,464	40 weeks from NTP
11.2 Commission acceptance of Functional Requirements	\$4,464	48 weeks from NTP
11.3 Complete prototype	\$4,464	54 weeks from NTP
11.4 Deliver user training material	\$4,464	62 weeks from NTP
11.4 Commission acceptance of service launch	\$4,464	66 weeks from NTP
Task 12 Searchable Resource Database		
12.1 Delivery of first draft of Functional Requirements	\$8,398	42 weeks from NTP
12.2 Commission acceptance of Functional Requirements	\$8,398	52 weeks from NTP
12.3 Complete prototype	\$8,398	74 weeks from NTP
12.4 Deliver user training material	\$8,398	82 weeks from NTP
12.5 Commission acceptance of service launch	\$8,398	100 weeks from NTP
Task 13 Subsidized Housing Inventory		
13.1 Delivery of first draft of Functional Requirements	\$7,776	42 weeks from NTP
13.2 Commission acceptance of Functional Requirements	\$7,776	52 weeks from NTP
13.3 Complete prototype	\$7,776	74 weeks from NTP
13.4 Deliver user training material	\$7,776	82 weeks from NTP
13.5 Commission acceptance of service launch	\$7,776	100 weeks from NTP

Task 14 Develop Regional Management Plan		
14.1 Delivery of first draft of Proposed Fee Structure and Reporting & Billing Protocols	\$3,708	42 weeks from NTP
14.2 Commission acceptance of Proposed Fee and Billing Plan	\$3,708	52 weeks from NTP
Task 15 Electronic and Print Marketing Support		
15.1 Maintain Ongoing Registration of Email Newsletter Delivery Service	Up to Max	60 weeks from NTP
15.2 Provide Graphics, PDFS, graphs and pictures as needed	Up to Max	68 weeks from NTP
15.3 Provide editing and writing services	Up to Max	72 weeks from NTP
15.4 Design E-Blast template	Up to Max	
PHASE II Retention	\$14,954	
TOTAL CEO-IT FUND DELIVERABLE BASED PAYMENTS	\$231,944	

- Note: These dates are subject to change based on the Project Management Plan agreed upon in Task 1, and subsequent mutually agreed changes to the Implementation Schedule
- NTP: Notice to Proceed

Deliverable – NSP FUNDED Single-Family and Foreclosure Listings	Deliverable Payment	Estimated Timeframe *
16.1 Commission Acceptance of Mock-up	\$4,471	2 weeks from NTP
16.2 Commission Acceptance of Service Launch	\$4,471	4 weeks from NTP

PAYMENT OF ANNUAL MAINTENCE & SUBSCRIPTION FEES

	HPI Base Fees	CEO-IT Fund Fee Increase	Phone Upgrade	Save Search	GIS Update	For Sale Update
	\$16,833/month					
2009	\$151,500					
15-Apr		\$11,250	\$3,000	\$1,200		
15-Jul		\$11,250				
15-Oct		\$11,250				
2010	\$202,000					
15-Jan		\$11,250				
15-Apr		\$11,250		\$1,200	\$6,600	\$4,000
15-Jul		\$11,250				
15-Oct		\$11,250				
2011						
15-Jan		\$11,250				
15-Apr				\$1,200	\$6,600	\$4,000
15-Jul						
Total	\$353,500	\$90,000	\$3,000	\$3,600	\$13,200	\$8,000

SCHEDULE OF TASK COSTS

Task/Deliverable Based Fees		
Task 1 Phase I Control Document		20% of Task Costs outlined below are payable upon Commission Acceptance of Control Document.
Task 2 Saved Search Feature/ Phone Capacity		This item is displayed as an equipment expense below.
Task 3 Install GIS Overlays		\$9,720
Task 4 Develop Regional Search Capacity		\$10,000
Task 5 Single Family Listings and Foreclosure Resources		\$19,500
Task 6 Public Housing Information Page		\$3,240
Task 7 Senior Housing Information Page		\$3,240
Task 8 Reporting and Performance Measures		\$8,300
Task 9 On-line Housing Program Registration System – Discovery Phase		\$12,000
Task 10 Phase II Control Document		
Task 11 On-line Housing Program Registration System Implementation		\$31,000
Task 12 Searchable Resource Database		\$58,320
Task 13 Subsidized Housing Inventory		\$54,000
Task 14 – Develop Regional Master Plan		\$10,300
Task 15 Electronic and Print Marketing Support		
Sub Total		\$ 219,620
Annual Maintenance Fee		
Year 1 Base Fee (existing contract – 9 months remaining)		\$151,500
Year 1 Fee Increase (CEO IT Fund Scope of Services)		\$45,000
GIS Update Fees		\$6,600
For-Sale Housing Support/Updates		\$4,000

Year 2 Base Fee (existing contract – 12 months)		\$202,000
Year 2 Fee Increase (CEo IT Fund Scope of Services)		\$45,000
GIS Update Fees		\$6,600
For-Sale Housing Support/ Updates		\$4,000
Year 2 Searchable Resource Database Support		\$20,000
Year 2 Subsidized Housing Inventory Support		\$6,000
Year 2 Housing Program Database Support		\$2,300
Year 3 Housing Program Database annual update		\$29,000
Sub Total		\$ 522,000
Equipment Costs		
Phone Center Upgrade		\$3000
Subscription Service Costs		
Saved Search Feature – Year 1		\$1,200
Saved Search Feature – Year 2		\$1,200
Saved Search Feature – Year 3		\$1,200
Travel and Training Reimbursement		
Year 1		\$36,110
Year 2		\$42,400
Marketing, Graphics Reimbursement		\$12,900
Sub Total		\$98,010
NSP PROGRAM COSTS		8,942
TOTAL CONTRACT COST		\$848,572

**Reimbursable Rates/Fee Schedule for
Housing Resource Center Phase II
Including Out of Scope Requests not Identified in Master Budget**

The Schedule of Deliverables and Payments do not provide all costs billable under his contract. Payments for travel, marketing expenses and NSP program development are to be billed to the Commission as follows;

Travel – Payable on a reimbursement basis for pre-approved travel.

Marketing – Contractor must submit estimate of work and have email authorization to proceed. Billable as provided below

NSP Program Work – Contractor must provide revised estimate and payment schedule to be approved by Commission for payment of NSP funds.

All other work not authorized under the Schedule of Deliverables and Payments, but within the Scope of Work or approved Contingency Funding must be pre-approved Commission prior to commencement of work.

Service	Cost	Descriptions
Web page hosting	<p style="text-align: center;">\$1,400 per new page</p> <p style="text-align: center;">\$100 per hour maintenance/upload</p> <p style="text-align: center;">billable in 15-minute increments</p>	<p>Payment is due upon “push of page to production servers.” The page does not have to be publicly accessible for work product to be deemed completed.</p> <p>If development length exceeds 30-days, CDC can be invoiced for 50% of the minimum and current hourly balance.</p>
E-Newsletter mailing, design, advisory and editing services	<p style="text-align: center;">\$500 minimum per newsletter</p> <p style="text-align: center;">\$100 per hour</p> <p style="text-align: center;">billable in 15-minute increments</p>	<p>Payment is due upon newsletter completion. Newsletter does not have to be released for payment to be invoiced.</p> <p>If development length exceeds 30-</p>

EXHIBIT B

		days, CDC can be invoiced for 50% of the minimum and current hourly balance.
Onsite training, planning and site support	<ul style="list-style-type: none"> ▪ Hotel and expenses per CDC guidelines ▪ Airfare invoiced at actual cost 	Payment is due upon completion of trip and upon submission of invoice with requisite supporting documentation.
Design consulting on marketing materials	\$100 per hour billable in 15-minute increments	<p>Payment is due upon completion. Item does not have to be released for payment to be invoiced.</p> <p>If development length exceeds 30-days, CDC can be invoiced for the current hourly balance.</p>
Graphic design	\$100 per hour billable in 15-minute increments	<p>Payment is due upon completion. Item does not have to be released for payment to be invoiced.</p> <p>If development length exceeds 30-days, CDC can be invoiced for the current hourly balance.</p>
Remote training	\$300 minimum per event up to 1-hour \$100 per hour thereafter billable in 15-minute increments	Upon completion of the event, CDC will be invoiced for service. If multiple events occur in a 30-day period, the events may be combined for invoicing.
Database development and /or customization	NEW DATA STRUCTURE Minimums: \$2,000 minimum discovery and analysis	Upon satisfactory completion of the query results as approved by the

	<p>\$200 per hour</p> <p>billable in 15-minute increments</p> <p>EXISTING DATA STRUCTURE Minimums:</p> <p>\$500 minimum discovery and analysis</p> <p>\$175 per hour</p> <p>billable in 15-minute increments</p> <p>CUSTOM QUERY Minimums:</p> <p>\$500 per custom query – new request (1-hour included)</p> <p>\$250 per custom query – existing query modification (1-hour included)</p> <p>\$250 per custom query – no modification, re-running existing query</p> <p>\$175 per hour after minimum</p> <p>billable in 15-minute increments</p> <p>SHORT NOTICE/RUSH: All fees doubled</p>	<p>CDC, the CDC will be invoiced for said query.</p> <p>If development length exceeds 30-days, CDC can be invoiced for the current hourly balance.</p>
<p>Web design and development</p>	<p>\$100 per hour</p> <p>billable in 15-minute increments</p>	<p>Upon approval of the CDC, the CDC will be invoiced upon completion of the design and/or development.</p> <p>If development length exceeds 30-days, CDC can be invoiced for the current hourly balance.</p>
<p>Special presentations and marketing events</p>	<ul style="list-style-type: none"> ▪ Hotel and expenses per CDC guidelines ▪ Airfare invoiced at actual cost <p>Per person per night for CEO/CIO/CCO/COO (Senior Staff): \$650</p> <p>Per person per night for staff: \$450</p>	<p>Upon approval of the CDC, the Contractor may invoice upon the completion of the trip and providing appropriate</p>

	<p>Plus cost of event registration or other fees associated with the event such as, but not exclusive to, shipping, Internet, power, furnishings and/or other associated charges</p> <p>CEO is allowed an admin staff person per visit if other Senior Staff are not present for the on-site.</p>	<p>supportive documentation is present if required.</p>
<p>Approved travel</p>	<ul style="list-style-type: none"> ▪ Hotel and expenses per CDC guidelines ▪ Airfare invoiced at actual cost 	<p>Upon approval of the CDC, the Contractor may invoice upon the completion of the trip and providing appropriate supportive documentation is present if required.</p>
<p>Spanish Translation Services</p>	<p>Document Fees: \$100 per page plus .38-cents per word</p> <p>Minimum one page charge.</p>	<p>Upon approval of the CDC, the Contractor may invoice upon the completion of the translation, providing appropriate supportive documentation is present if required.</p>
<p>Management and Staff Hourly Fees</p>	<p>Per person per hour: CEO/CIO/CCO/COO (Senior Staff): \$150</p> <p>Marketing Director: \$100 Director of Agency Outreach: \$75 Call Center Management: \$40 Customer Service Representative: \$25</p> <p>Call Center Surveys: \$50/hour</p>	

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COMMISSION'S ADMINISTRATION

CONTRACT NAME: Contract for Internet Based Housing Database Website Services

COMMISSION PROJECT DIRECTOR:

Name: Lois Starr
Title: Director, Housing Development & Preservation
Address: Community Development Commission, County of Los Angeles
Telephone: (323) 890-7230
Facsimile: (323) 890-8576
E-Mail: lstarr@lacdc.org

COMMISSION PROJECT MANAGER:

Name: Larry Newnam
Title: Supervisor, Community Development Commission
Address: Community Development Commission, County of Los Angeles
2 Coral Circle, Monterey Park, CA 91755
Telephone: (323) 838-5037
Facsimile: (323) 890-8576
E-Mail: LNewnam@lacdc.org

CONTRACTOR'S ADMINISTRATION

CONTRACT NAME: CONTRACT FOR INTERNET BASED HOUSING DATABASE WEBSITE SERVICES

CONTRACTOR'S PROJECT DIRECTOR:

Name: Cheryl Hemmer
Title: Project Manager
Address: P.O. Box 35305, Charlotte, North Carolina 28235
Telephone: (704) 334-8722
Facsimile: (704) 334-0779
Email:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Van L. Gottle
Title: Chief Executive Officer
Address: P.O. Box 35305, Charlotte, North Carolina 28235
Telephone: (704) 334-8722
Facsimile: (704) 334-0779
E-Mail: vg@socialserve.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Same as Contractor's Authorized Official
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Email: _____

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.
Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract
No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law



Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

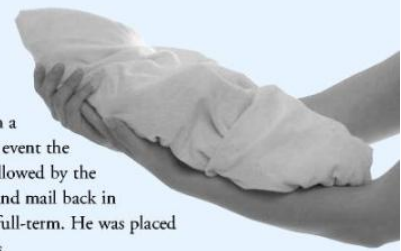
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



PERFORMANCE REQUIREMENT SUMMARY

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Section 7.1.1 Contractor Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
System Availability	Site must be available no less than 99.9999% of the time.	Random access checks and review of report	\$50 per occurrence
Response Time	Computer response time will be at a maximum 5 seconds.	Inspection & Observation	\$50 per occurrence;
Software updates	All current releases and updates to core and security software will be made within 48 hours of availability	Inspection & Observation	\$50 per occurrence

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

SUBCONTRACT REGARDING SUBCONTRACTED SERVICES

THIS SUBCONTRACT REGARDING SUBCONTRACTED SERVICES, dated as of March 17th, 2009 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Subcontract"), is entered into between Non-Profit Industries, Inc. a North Carolina Non-profit corporation d/b/a Socialserve.com, ("Socialserve"), and Peak-10, Inc. a North Carolina Corporation ("Peak-10"), and is made in reference to that certain Contract for Internet Based Housing Database Website Services, dated as of March 17th, 2009 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions thereof, the "Contract"), between Socialserve and the Community Development Commission of the County of Los Angeles ("Commission"). Capitalized terms used herein (including in this introductory paragraph) without definition have the meanings given to such terms in the Contract.

WHEREAS, Commission and Socialserve have entered into the Contract pursuant to which Socialserve, in its capacity as "Contractor" thereunder, will provide certain tasks, deliverables, goods, services and other work under and as defined in the Contract (collectively, "Work");

WHEREAS, Socialserve desires to engage Peak-10 to provide collocation space and bandwidth , the scope of which Work is further described in the attached Exhibit B (Peak-10 Scope of Work) as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof; and

WHEREAS, Socialserve and Peak-10 desire to set forth below the terms and conditions under which Peak-10 will perform the work described in the attached Exhibit B and to make Commission a third party beneficiary of this Subcontract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Socialserve and Peak-10 agree as follows:

1. Incorporation Terms and Conditions of the Contract.

Socialserve and Peak-10 agree that, to the extent of and with respect to Peak-10's performance of the internet based housing database services (collectively, "Database Services") constituting Work under the Contract:

- (i) Peak-10 and Socialserve shall be bound by the terms and conditions set forth in the Contract, including all exhibits and attachments thereto, as if Peak-10 were the "Contractor" under the Contract and Socialserve were "Commission" under the Contract, such terms and conditions of the Contract being incorporated by this reference as if set forth herein, except that (A) the scope of Work to be performed by Peak-10 and the performance standards with respect thereto shall be as set forth in the attached Exhibit B (Peak-10 Scope of Work), (B) the amount of any payments paid or payable to Peak-10 for the performance of such Work shall

be as determined between Peak-10 and Socialserve, and (C) the process for making the payments due to hereunder Peak-10 shall be as determined between Peak-10 and Socialserve; and

(ii) With respect solely to those terms and conditions of the Contract referenced in the attached Exhibit A (Specified Terms and Conditions), Peak-10 shall be bound by such terms and conditions directly to Commission as if Peak-10 were the “Contractor” under the Contract, and Commission shall have all of the rights and remedies under the Contract of “Commission” under the Contract.

Except with respect to the exceptions set forth in Section **Error! Reference source not found.**(i) above, in the event of any conflict or inconsistency between the terms and conditions of (A) the Contract or any exhibit or attachment thereto (including as amended pursuant to Section 1(b) below) and (B) this Subcontract, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and any exhibits and attachments thereto , and then to the terms and conditions of this Subcontract.

2. Commission as Third Party Beneficiary. Socialserve and Peak-10 understand and agree that this Subcontract is entered into for the benefit of Commission and that Commission expressly is made a third party beneficiary of this Subcontract. Accordingly, at any time and from time to time, Commission may compel Socialserve to enforce against Peak-10 and on Commission’s behalf, any and all rights and remedies Socialserve may have with respect to Peak-10’s breach of this Subcontract. Notwithstanding the foregoing, Peak-10 and Socialserve shall look solely to one another for their respective performance hereunder.

3. Representations and Warranties. Each of Peak-10 and Socialserve represents and warrants to the other party (and to Commission as third party beneficiary under this Subcontract) that this Subcontract has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Subcontract and to perform its respective obligations under this Subcontract. Each party additionally represents and warrants to the other party (and to Commission as third party beneficiary under this Subcontract) that this Subcontract constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

4. Amendments. Notwithstanding anything to the contrary in this Subcontract no amendment, modification, termination or waiver of any provision of this Subcontract (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Socialserve and Peak-10, and acknowledged by Commission.

5. Assignment. Neither party may assign its rights and obligations under this Subcontract (including the exhibits attached hereto) without prior written acknowledgement of Commission.

6. Effect on Contract. Except as expressly set forth in Section 1 hereto with respect to Peak-10 and Socialserve, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Contract or any exhibit or attachment thereto.

Socialserve expressly ratifies and affirms its rights and obligations under the Contract. Peak-10 acknowledges that from time to time Socialserve and Commission may amend the terms and conditions of the Contract or any exhibit or attachment thereto in accordance with the terms of the Contract. The parties acknowledge and agree that, except as expressly set forth in Section 1(b) hereto with respect to Peak-10 and Socialserve, any such amendment shall automatically update the parties' corresponding obligations under this Subcontract. Socialserve shall provide Peak-10 with copies of any such amendment, but the parties further acknowledge and agree that Socialserve's failure to so provide such copy shall not impact the parties' respective obligations under this Subcontract.

7. Counterparts. This Subcontract may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

8. Validity. If any provision of this Subcontract or the application thereof to any person or circumstance is held invalid, the remainder of this Subcontract and the application of such provision to other persons or circumstances shall not be affected thereby.

9. Entire Agreement. This Subcontract and any and all exhibits, schedules, attachments and appendices hereto and thereto constitutes the complete and exclusive statement of understanding between the parties and with Commission and supercedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Subcontract.

10. Governing Law. This Subcontract shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

* * *

IN WITNESS WHEREOF, Socialserve and Peak-10 have caused this Subcontract to be executed as of the day and year first above written.

NON-PROFIT INDUSTRIES, INC., a North Carolina Non-profit corporation, d/b/a SOCIALSERVE.COM

By: _____

Name:

Title:

By: CEO _____

Name:

Title:

PEAK-10, Inc., a North Carolina corporation

By: _____

Name:

Title:

By: _____

Name:

Title:

Specified Terms and Conditions:

- Paragraph 7.4 (Background & Security Investigations)
- Paragraph 7.5 (Confidentiality)
- Paragraph 8.2 (Assignment and Delegation)
- Paragraph 8.3 (Authorization Warranty)
- Paragraph 8.6 (Compliance with Applicable Laws)
- Paragraph 8.7 (Compliance with Civil Rights Laws)
- Paragraph 8.8 (Compliance with the County's Jury Service Program)
- Paragraph 8.9 (Conflict of Interest)
- Paragraph 8.10 (Consideration of Hiring Commission Employees Targeted for Layoff or Re-employment List)
- Paragraph 8.11 (Consideration of Hiring GAIN/GROW Program Participants)
- Paragraph 8.12 (Contractor's Responsibility and Debarment)
- Paragraph 8.13 (Contractor's Acknowledgement of Commission's Commitment to the Safely Surrendered Baby Law)
- Paragraph 8.14 (Contractor's Warranty of Adherence to Commission's Child Support Compliance Program)
- Paragraph 8.15 (Commission's Quality Assurance Plan)
- Paragraph 8.16 (Damage to Commission Facilities, Buildings, or Grounds)
- Paragraph 8.17 (Employment Eligibility Verification)
- Paragraph 8.19 (Fair Labor Standards)
- Paragraph 8.20 (Governing Law and Jurisdiction)
- Paragraph 8.21 (Independent Contractor Status)
- Paragraph 8.22 (Indemnification)
- Paragraph 8.23 (General Insurance Requirements)
- Paragraph 8.24 (Insurance Coverage Requirements)
- Paragraph 8.27 (Nondiscrimination and Affirmative Action)
- Paragraph 8.30 (Notice of Disputes)
- Paragraph 8.31 (Notice to Employees Regarding the Federal Earned Income Credit)
- Paragraph 8.32 (Notice to Employees Regarding the Safely Surrendered Baby Law)
- Paragraph 8.34 (Prohibition Against Inducement or Persuasion)
- Paragraph 8.37 (Records Retention and Inspection/Audit Settlement)
- Paragraph 8.38 (Recycled Bond Paper)

- Paragraph 8.39 (Subcontracting)
- Paragraph 8.40 (Termination for Breach of Warranty to Maintain Compliance with Commission's Child Support Compliance Program)
- Paragraph 8.43 (Termination for Improper Consideration)
- Paragraph 8.45 (Termination for Non-Adherence to Lobbyist Ordinance)
- Paragraph 8.47 (Validity)
- Paragraph 8.48 (Waiver)
- Paragraph 8.49 (Warranty Against Contingency Fees)

EXHIBIT L

List of Third Party-Owned Software

- none